

2972

No. 15113

United States
Court of Appeals
for the Ninth Circuit

GOODYEAR FARMS, a Corporation; ADAMAN
MUTUAL WATER COMPANY, a Corpora-
tion; B. W. MULLINS, JAMES H. SHARP,
GEORGE W. BUSEY, CARLON H. HIN-
TON and VERNA HINTON, His Wife, et al.,
Appellants,
vs.

UNITED STATES OF AMERICA,
Appellee.

GOODYEAR FARMS, a Corporation; ADAMAN
MUTUAL WATER COMPANY, a Corpora-
tion; BILL W. MULLINS and RALPH
ASHBY and GRACE ASHBY, Husband and
Wife,
Appellants,
vs.

UNITED STATES OF AMERICA,
Appellee.

Transcript of Record

Appeal from the United States District Court for the
District of Arizona

No. 15113

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MUTUAL WATER COMPANY, a Corpora-
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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Attorneys for Appellees.

In the United States District Court
for the District of Arizona

No. 1949

UNITED STATES OF AMERICA,

Plaintiff,

vs.

238.77 ACRES OF LAND, More or Less, Situate
in Maricopa County, State of Arizona, and
STATE OF ARIZONA; CHESTER FULLER
and MAXINE FULLER, Husband and Wife,
et al.,

Defendants.

COMPLAINT

1. This is an action of a civil nature brought by the United States of America at the request of James H. Douglas, Under Secretary of the Air Force of the United States of America, for the taking of property under power of eminent domain and for the ascertainment and award of just compensation to the owners and parties in interest.

2. The authority for the taking is the Act of Congress approved February 26, 1931, (46 Stat. 1421, 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 1, 1888, (25 Stat. 357, 40 U.S.C. 257); the Act of Congress approved August 18, 1890, (26 Stat. 316) as amended by the Acts of Congress approved July 2, 1917, (40 Stat. 241) and April 11, 1918, (40

Stat. 518, 50 U.S.C. 171), which acts authorize the acquisition of land for military purposes; the Act of Congress approved August 12, 1935, (49 Stat. 610, 611; 10 U.S.C. 1343a, b and c), which Act authorized the acquisition of land for Air Force Stations and Depots; the National Security Act of 1947 approved July 26, 1947, (61 Stat. 495); the Act of Congress approved July 14, 1952, (Public Law 534, 82nd Congress), which Act authorized acquisition of the land, and the Act of Congress approved July 15, 1952, (Public Law 547, 82nd Congress), which Act appropriated funds for such purposes.

3. The use for which the property is to be taken is for military purposes.

4. The interest in the property to be acquired is fee simple title thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines.

5. The property so to be taken is described in the Exhibit A hereto attached.

6. The persons having or claiming an interest in the property, whose names are ascertainable by a reasonable diligent search of the records and those whose names have otherwise been learned are:

As to Tract No. 111, Chester Fuller and Maxine Fuller, husband and wife, and General American Life Insurance Company, a Missouri corporation.

As to Tract No. 112, E. L. Jarnagin and Erma Jane Jarnagin, husband and wife.

As to Tract No. 113, Goodyear Farms, an Arizona corporation, Ray M. Lorette and Cleo M. Lorette, husband and wife, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 114, Goodyear Farms, an Arizona corporation, Arthur E. Baker and Doris M. Baker, husband and wife, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 115, Goodyear Farms, an Arizona corporation, John L. Roach and Bettie Jo Roach, husband and wife, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 116, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, Goodyear Farms, an Arizona corporation, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 117, Goodyear Farms, an Arizona corporation, Ralph Ashby and Grace Ashby, husband and wife, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 118, Goodyear Farms, an Arizona corporation, Bill W. Mullins, and Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 119, Adaman Mutual Water Company, an Arizona non-profit corporation.

As to Tract No. 120, Adaman Mutual Water Company, an Arizona non-profit corporation.

7. The State of Arizona, a Body Politic, may have or claim an interest in the property by reason of taxes and assessments due and exigible.

8. In addition to the persons named, there are or may be others who have or may claim some interest in the property to be taken, whose names are unknown to plaintiff and such persons are made parties to the action under the designation "Unknown Owners."

Wherefore, the plaintiff demands judgment that the property be condemned and that just compensation for the taking be ascertained and awarded and for such other relief as may be lawful and proper.

/s/ JACK D. H. HAYS,
United States Attorney.

Trial by jury of the issue of just compensation is demanded by plaintiff.

EXHIBIT A

Tract No. 111

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section Five (Sec. 5), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at a point in the South line of said Section 5 distant South 89° 02' 55" East 1724.70 feet

from the Southwest corner of said Section; thence North $42^{\circ} 48' 58''$ East 1242.74 feet to the East line of said Southwest $\frac{1}{4}$; thence along said East line South $2^{\circ} 48' 55''$ East 927.50 feet to the Southeast corner of said Southwest $\frac{1}{4}$; thence North $89^{\circ} 02' 55''$ West 890.31 feet, more or less, to the point of beginning.

Containing 9.46 acres, more or less.

Tract No. 112—Parcel B

That portion of the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section Seventeen (Sec. 17), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Northwest corner of said Section 17; thence along the North line of said Section South $89^{\circ} 59' 17''$ East 977.72 feet; thence South $42^{\circ} 48' 58''$ West 1438.57 feet, more or less, to the West line of said Section 17, thence North along said West line 1055.45 feet, more or less, to the point of beginning.

Containing 11.84 acres, more or less, including 0.79 acre, more or less, in Street.

Tract No. 113

That portion of the South half of the Northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$) of Section Seven (Sec. 7),

Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the East $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Section North $0^{\circ} 01' 46''$ East 753.11 feet; thence South $42^{\circ} 48' 58''$ West 1019.98 feet, more or less, to the South line of said Northeast $\frac{1}{4}$ of Section 7; thence along said South line South $89^{\circ} 35' 37''$ East 692.86 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 5.27 acres, more or less, including 0.55 acre, more or less, in Street.

Tract No. 114

That portion of the North half of the Southeast quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Southeast corner of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7; thence along the East line of said Section 7 North $0^{\circ} 01' 05''$ East 1321.79 feet to the East $\frac{1}{4}$ corner of said Section 7; thence along the North line of said Southeast $\frac{1}{4}$ of Section 7 North $89^{\circ} 35' 37''$ West 692.86 feet to a line which bears South $42^{\circ} 48' 58''$ West from a point distant North $0^{\circ} 01' 46''$ East 753.11 feet along the East line of said Section 7 from the said East $\frac{1}{4}$ corner of Section 7; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 1780.64 feet, more or less, to the South line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence along said South line South $89^{\circ} 22' 54''$ East 1902.76 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 37.95 acres, more or less, including 1.00 acre, more or less, in Street.

Tract No. 115

The South half of the Southeast quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila

and Salt River Meridian, County of Maricopa, State of Arizona.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch, and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 78.64 acres, more or less, including 3.94 acres, more or less in Street.

Tract No. 116

The North half of the Northeast quarter ($N\frac{1}{2}NE\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona.

Excepting all of that certain strip of land approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Also excepting that certain parcel of land known as Well Site 18-C and described in said quitclaim deed as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 18, thence East (assumed bearing) a distance of 33.0 feet to a point; thence South and parallel to the mid-section line of said section, a distance of 33.0 feet to the true point of beginning; thence continuing South on the same line a distance of 35.0 feet; thence East and parallel to the North line of said section, a distance of 67.0 feet; thence North and parallel to said mid-section line, a distance of 35.0 feet; thence West and parallel to the North line of said section, a distance of 67.0 feet to the true point of beginning.

Containing 78.59 acres, more or less, including 3.95 acres, more or less, in Streets.

Tract No. 117

That portion of the South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, Maricopa County, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 18''$ East 509.38 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South

42° 48' 58" West, a distance of 694.41 feet, more or less, to the South line of said Section 7; thence along said South line East 471.92 feet, more or less, to the point of beginning.

Containing 2.76 acres, more or less, including 0.70 acre, more or less, in Streets.

Tract No. 118

That portion of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the North $\frac{1}{4}$ corner of said Section 18; thence along the North line of said Section West 471.92 feet, more or less, to a line which bears South 42° 48' 58" West from a point in the East line of Section 7 of said Township and Range, said point being distant North 0° 01' 46" East 753.11 feet from the East $\frac{1}{4}$ corner of said Section 7; thence Southwesterly along the said line bearing South 42° 48' 58" West, a distance of 375.03 feet, more or less, to a point distant South 42° 48' 58" West 4953.45 feet from said point in the East line of Section 7; thence South 47° 11' 02" East 990.82 feet, more or less, to the East line of said Northwest $\frac{1}{4}$ of Section 18; thence along said East line North 948.51 feet, more or less, to the point of beginning.

Containing 9.40 acres, more or less, including 1.05 acres, more or less, in Streets.

Tract No. 119

That certain parcel of land known as Well Site 18-C located in the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 18; thence East (assumed bearing) a distance of 33.0 feet to a point; thence South and parallel to the mid-section line of said section, a distance of 33.0 feet to the true point of beginning; thence continuing South on same line a distance of 35.0 feet; thence East and parallel to the North line of said section, a distance of 67.0 feet; thence North and parallel to said mid-section line, a distance of 35.0 feet; thence West and parallel to the North line of said section, a distance of 67.0 feet to the true point of beginning.

Containing 0.05 acre, more or less.

Tract No. 120

A strip of land described approximately as the West 45 feet of the East 78 feet of Sections Seven and Eighteen (Secs. 7 and 18) in Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, in the County of Maricopa,

State of Arizona, said strip of land being a portion of that certain parcel of land designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528 in the office of the County Recorder of said County.

Except that portion of said certain parcel of land lying Southerly and Westerly of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18.

Also except that portion of said certain parcel of land lying Northerly and Westerly of a line bearing South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section 7.

Containing 4.81 acres, more or less.

[Endorsed]: Filed November 27, 1953.

[Title of District Court and Cause.]

DECLARATION OF TAKING

To the Honorable

The United States District Court:

I, the undersigned, James H. Douglas, Under Secretary of the Air Force of the United States of America, do hereby make the following declaration by direction of the Secretary of the Air Force:

1. (a) The lands hereinafter described are taken under and in accordance with the Act of Congress approved February 26, 1931, (46 Stat. 1421, 40 U.S.C. 258a) and acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 1, 1888, (25 Stat. 357, 40 U.S.C. 257); the Act of Congress approved August 18, 1890, (26 Stat. 316) as amended by the Acts of Congress approved July 2, 1917, (40 Stat. 241) and April 11, 1918, (40 Stat. 518, 50 U.S.C. 171), which acts authorize the acquisition of land for military purposes; the Act of Congress approved August 12, 1935, (49 Stat. 610, 611; 10 U.S.C. 1343a, b and c), which Act authorized the acquisition of land for Air Force Stations and Depots; the National Security Act of 1947 approved July 26, 1947, (61 Stat. 495); the Act of Congress approved July 14, 1952, (Public Law 534, 82nd Congress), which Act authorizes acquisition of the land, and the Act of Congress approved July 15, 1952, (Public Law 547, 82nd Congress), which Act appropriated funds for such purposes.

(b) The public uses for which said lands are taken are as follows: The said lands are necessary adequately to provide for expanding needs and requirements of the Department of the Air Force and for other military uses incident thereto. The lands have been selected under the direction of the Secretary of the Air Force for acquisition by the United States for use in connection with Luke Air

Force Base, Maricopa County, State of Arizona, and for such other uses as may be authorized by Congress or by Executive Order.

2. A general description of the lands being taken is set forth in Schedule "A," attached hereto and made a part hereof, and is a description of the same lands described in the complaint in condemnation in the above-entitled cause.

3. The estate taken for said public uses is fee simple title thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines.

4. A plan showing the lands taken is annexed hereto as Schedule "B" and made a part hereof.

5. The sum estimated by the undersigned as just compensation for the said lands with all buildings and improvements thereon and all appurtenances thereto and including any and all interests hereby taken in said lands is set forth in Schedule "A" herein, which sum the undersigned causes to be deposited herewith in the registry of the court for the use and benefit of the persons entitled thereto. The undersigned is of the opinion that the ultimate award for said lands probably will be within any limits prescribed by law on the price to be paid therefor.

In Witness Whereof, the undersigned, the Under Secretary of the Air Force, hereunto subscribes his name by direction of the Secretary of the Air Force,

this 16th day of November, A.D. 1953, in the City of Washington, District of Columbia.

/s/ JAMES H. DOUGLAS,

Under Secretary of the Air
Force.

[Endorsed]: Filed November 27, 1953.

[Title of District Court and Cause.]

MOTION FOR ORDER FOR DELIVERY
OF POSSESSION

Plaintiff moves the Court for an order requiring all defendants to this action and any and all persons in possession or control of the property described in the Complaint filed herein to surrender possession of the said property, to the extent of the estate to be condemned, to plaintiff on or before December 1, 1953, and as grounds therefor plaintiff states:

1. James H. Douglas, Under Secretary of the Air Force of the United States of America, has found and determined that it is necessary and advantageous to the interests of plaintiff to acquire such possession.

2. Plaintiff is entitled to such possession as a matter of right.

UNITED STATES OF
AMERICA,

/s/ JACK D. H. HAYS,

U. S. District Attorney for
the District of Arizona.

[Endorsed]: Filed November 27, 1953.

[Title of District Court and Cause.]

ORDER FOR DELIVERY OF POSSESSION

This action coming on for hearing (ex parte) upon motion of plaintiff for an order for the surrender of possession of the property described in the Complaint filed herein to plaintiff, and it appearing that plaintiff is entitled to possession of said property,

It is this 28th day of November, 1953, adjudged that all defendants to this action and all persons in possession or control of the property described in the Complaint filed herein shall surrender possession of the said property, to the extent of the estate being condemned, to plaintiff on or before December 1, 1953; provided that a copy of this order shall be served upon all persons in possession or control of the said property forthwith.

It is further adjudged that the right to harvest existing crops on Tracts 112B, 116, 119, and that portion of Tract 120 in Section 18, Township 2 North, Range 1 West, Gila and Salt River Meridian, on or before January 15, 1954, is reserved to the respective owners thereof.

Enter:

/s/ DAVE W. LING,

United States District Judge.

[Endorsed]: Filed November 27, 1953.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and Chester Fuller and Maxine Fuller, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a declaration of taking and a complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force, and

Whereas, the defendants were the owners in fee simple title to the following described parcel of real estate:

Tract No. 111

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section Five (Sec. 5), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at a point in the South line of said Section 5 distant South $89^{\circ} 02' 55''$ East 1724.70 feet from the Southwest corner of said Section; thence North $42^{\circ} 48' 58''$ East 1242.74 feet to the East line of said Southwest $\frac{1}{4}$; thence along said East line South $2^{\circ} 48' 55''$ East 927.50 feet to the

Southeast corner of said Southwest $\frac{1}{4}$; thence North $89^{\circ} 02' 55''$ West 890.31 feet, more or less, to the point of beginning.

Containing 9.46 acres, more or less.

Unofficially known as Tract No. 111.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421) the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas, Chester Fuller and Maxine Fuller, husband and wife, were the owners in fee simple of the land hereinabove described.

Now, Therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Nine Thousand Nine Hundred (\$9,900.00) Dollars, inclusive of interest is the just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, subject only to such easements as may be or have been waived by plaintiff, together with all improvements thereunto belonging, including damage, if any, to any remaining land owned by the defendants.

It is further stipulated and agreed by and between the above-named parties that the aforesaid

sum shall be paid to Chester Fuller and Maxine Fuller, husband and wife, and that from said sum there shall first be paid any and all liens, taxes and encumbrances against said land, including adverse claims or claims by lessees.

The defendants, Chester Fuller and Maxine Fuller, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of Commissioners or Jury for the determination of just compensation.

The above-named parties hereby agree to the entering of a judgment in conformity with this stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this stipulation.

Executed on the 29th day of January, 1954.

/s/ CHESTER FULLER,

/s/ MAXINE FULLER,

Defendants.

UNITED STATES OF
AMERICA,

JACK D. H. HAYS,

United States Attorney;

/s/ EVERETT L. GORDON,

Asst. United States Attorney.

[Endorsed]: Filed Feb. 18, 1954.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT No. 111

This cause coming on regularly to be heard before the Court this 18th day of February, 1954, upon the stipulation between the defendants Chester Fuller and Maxine Fuller, husband and wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of Nine Thousand Nine Hundred (\$9,900.00) Dollars has been deposited in the registry of this Court as estimated just compensation for the following-described real estate:

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section Five (Sec. 5), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at a point in the South line of said Section 5 distant South $89^{\circ} 02' 55''$ East 1724.70 feet from the Southwest corner of said Section; thence North $42^{\circ} 48' 58''$ East 1242.74 feet to the East line of said Southwest $\frac{1}{4}$; thence along said East line South $2^{\circ} 48' 55''$ East 927.50 feet to the Southeast corner of said Southwest $\frac{1}{4}$; thence North $89^{\circ} 02' 55''$ West 890.31 feet, more or less, to the point of beginning.

Containing 9.46 acres, more or less.

It Is Ordered, Adjudged and Decreed that the reasonable just compensation for the taking of the unencumbered fee simple title to the lands hereinabove described is the sum of Nine Thousand Nine Hundred (\$9,900.00) Dollars, inclusive of interest, and that title in fee simple to said lands is now vested in the United States of America, and is hereby confirmed and held to be in the United States of America.

It Is Further Ordered, Adjudged and Decreed that the sum of Eight Thousand Four Hundred Fifteen (\$8,415.00) Dollars has been paid to said defendants pursuant to order entered herein on January 11, 1954; that the Clerk of this Court be, and he is hereby directed to disburse the remaining funds on deposit as estimated just compensation for the taking of said real estate, and that he make such distribution by making his check payable to Chester Fuller and Maxine Fuller in the sum of One Thousand Four Hundred Eighty-five (\$1,485.00) Dollars, and deliver same to them by means of mailing same to them at Route 1, Litchfield Park, Arizona.

/s/ DAVE W. LING,
Judge, United States District Court for the District
of Arizona.

[Endorsed]: Filed Feb. 18, 1954.

[Title of District Court and Cause.]

AMENDMENT TO DECLARATION
OF TAKING

To the Honorable

The United States District Court:

I, the undersigned, James H. Douglas, Under Secretary of the Air Force of the United States of America, by the direction of the Secretary of the Air Force, and in accordance with authority contained in the Acts of Congress previously set forth in the Declaration of Taking filed in the above-entitled cause on, to wit, November 27, 1953, do hereby amend said declaration of taking in the following manner and in these particulars only:

1. Delete the sum estimated to be just compensation for the estate taken in Tract No. 112-Parcel B, on page 2 of Schedule "A" of said Declaration of Taking, to wit:

"Eight Thousand Four Hundred Eighty Dollars (\$8,480.00)."

And, insert in lieu thereof

"Nine Thousand Five Hundred Sixty-six and no/100 Dollars (\$9,566.00)."

2. Delete the sum estimated to be just compensation for the estate taken in Tract No. 114 on page 4 of Schedule "A" of said Declaration of Taking, to wit:

“Thirty Thousand One Hundred Forty and no/100 Dollars (\$30,140.00).”

And, insert in lieu thereof

“Thirty-four Thousand Six Hundred Ten and no/100 Dollars (\$34,610.00).”

3. Delete the sum estimated to be just compensation for the estate taken in Tract No. 115 on page 4 of Schedule “A” of said Declaration of Taking, to wit:

“Forty-nine Thousand Seven Hundred Fifty and no/100 Dollars (\$49,750.00).”

And, insert in lieu thereof

“Fifty-one Thousand and Ten and no/100 Dollars (\$51,010.00).”

4. Delete the sum estimated to be just compensation for the estate taken in Tract No. 116 on page 5 of Schedule “A” of said Declaration of Taking to wit:

“Fifty-one Thousand and no/100 Dollars (\$51,000.00).”

And, insert in lieu thereof

“Fifty-two Thousand Three Hundred Seventy and no/100 Dollars (\$52,370.00).”

5. Delete the gross sum estimated to be just compensation for the estate in the lands hereby taken as set forth on page 8 of Schedule “A” of said Declaration of Taking, to wit:

“One Hundred Sixty-eight Thousand One Hundred Five and no/100 Dollars (\$168,-105.00).”

And, insert in lieu thereof

“One Hundred Seventy-six Thousand Two Hundred Ninety-one and no/100 Dollars (\$176,-291.00).”

The purpose of this amendment being to increase the estimated compensation to be paid for Tracts Nos. 112-Parcel B, 114, 115 and 116 in the amounts of \$1,086.00, \$4,470.00, \$1,260.00 and \$1,370.00, respectively.

In Witness Whereof, the undersigned, the Under Secretary of the Air Force, hereunto subscribes his name by direction of the Secretary of the Air Force, this 22nd day of May, A.D. 1954, in the City of Washington, District of Columbia.

/s/ JAMES H. DOUGLAS,

Under Secretary of the Air
Force.

[Endorsed]: Filed June 15, 1954.

[Title of District Court and Cause.]

JUDGMENT ON DECLARATION
OF TAKING

The above-entitled cause coming on to be heard upon the motion of the plaintiff, the United States

of America, for judgment on the Declaration of Taking filed in the above-entitled cause on the 27th day of November, 1953, and the Amendment to said Declaration of Taking filed in the above-entitled cause on June 15, 1954, by James H. Douglas, Under Secretary of the Air Force of the United States; and upon consideration of said motion, the condemnation complaint filed herein, the Declaration of Taking, the Amendment to the Declaration of Taking, the statutes in such cases made and provided, and it appearing to the satisfaction of the Court:

First: That the United States of America is entitled to acquire property by eminent domain for the purposes as set out and prayed in said Complaint;

Second: That a Complaint in condemnation was filed at the request of the Under Secretary of the Air Force of the United States and under authority of the Attorney General of the United States;

Third: That the Complaint and Declaration of Taking state the authority under which, and the public use for which said lands are taken, and that the Under Secretary of the Air Force of the United States is the person duly authorized and empowered by law to acquire lands such as are described in the Complaint for the purposes therein set forth, as authorized by law, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

Fourth: That a proper description of the land sought to be taken, sufficient for identification thereof, is set out in said Declaration of Taking and a plat showing the said land is incorporated in said Declaration of Taking;

Fifth: That said Declaration of Taking contains a statement that plaintiff is taking the full fee simple title to Tracts Nos. 111 and 112B to 120, both inclusive, more particularly described in Exhibit A hereto attached and by this reference made a part hereof; said takings are for use in connection with Luke Air Force Base to adequately provide for the expanding needs and requirements of the Department of the Air Force and for such other uses as may be authorized by Congress or by Executive Order;

Sixth: That a statement is contained in said Declaration of Taking and in the Amendment to said Declaration of Taking of the sum of money, estimated by the Under Secretary of the Air Force of the United States to be just compensation for the full fee simple title to the tracts of land taken as follows:

| | |
|---------------------|-------------|
| Tract No. 111..... | \$ 9,900.00 |
| Tract No. 112B..... | 9,566.00 |
| Tract No. 113..... | 5,050.00 |
| Tract No. 114..... | 34,610.00 |
| Tract No. 115..... | 51,010.00 |
| Tract No. 116..... | 52,370.00 |
| Tract No. 117..... | 2,965.00 |
| Tract No. 118..... | 8,370.00 |

| | |
|--------------------|----------|
| Tract No. 119..... | 50.00 |
| Tract No. 120..... | 2,400.00 |

and said sums have been deposited in the Registry of this Court for the use of the persons entitled thereto, upon and at the time of the filing of said Declaration of Taking;

Seventh: That a statement is contained in said Declaration of Taking that the amount of the ultimate award of compensation for the estate in said land, in the opinion of the Under Secretary of the Air Force of the United States, will probably be within any limits prescribed by law on the price to be paid therefor.

It Is, Therefore, Ordered, Adjudged and Decreed that the full fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, to the lands described in Exhibit A hereto attached for use in connection with Luke Air Force Base to adequately provide for the expanding needs and requirements of the Department of the Air Force and for such other uses as may be authorized by Congress or by Executive Order, be vested in the United States of America upon the filing of said Declaration of Taking and the depositing in the Registry of this Court the sums of money hereinbefore recited in Paragraph Sixth, and said full fee simple title to the said lands is deemed to have been condemned and taken for the use of the United States of America, and the right to just compensation for said full fee simple title, upon the filing of the Declaration of

Taking and the amount of said deposit, vested in the persons entitled thereto, and the amount of compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law; and

That the United States of America is entitled to the immediate possession of the above-described full fee simple title to the lands described in Exhibit A hereto attached, and that the United States of America and its agents are hereby authorized to enter upon said premises and take full and complete possession thereof to the extent of the interest acquired, and this cause is held open for such other and further orders, judgments and decrees as may be necessary in the premises, and

It is Further Ordered, Adjudged and Decreed that the United States Marshal be, and he is hereby directed and instructed forthwith to serve a certified copy of this Judgment upon any of the defendants now in possession of said premises or any part thereof, or if no such defendants are found in actual possession of said premises, then he is ordered to post such certified copies at a conspicuous place upon said premises and forthwith make due return of said service to this Court.

Done in Open Court this 15th day of June, 1954.

/s/ DAVE W. LING,

Judge, United States District Court for the District
of Arizona.

[Endorsed]: Filed June 15, 1954.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and E. L. Jarnagin and Erma Jane Jarnagin, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a declaration of taking and a complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force, and

Whereas, the defendants, E. L. Jarnagin and Erma Jane Jarnagin, husband and wife, were the owners in fee simple title of the following described parcel of real estate:

Tract 112 (Parcel B)

That portion of the North half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section Seventeen (Sec. 17), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Northwest corner of said Section 17; thence along the North line of said Section

South 89° 59' 17" East 977.72 feet; thence South 42° 48' 58" West 1438.57 feet, more or less, to the West line of said Section 17; thence North along said West line 1055.45 feet, more or less, to the point of beginning.

Containing 11.84 acres, more or less, including 0.79 acre, more or less, in Street, and under the provisions of the Declaration of Taking Act (46 Stat. 1421) the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Now, Therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Nine Thousand Five Hundred Sixty-Six and No/100 (\$9,566.00) Dollars inclusive of interest is the gross sum to be paid to said defendants, and is the just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, together with all improvements thereunto belonging in the sum of Six Thousand Eighty and No/100 (\$6,080.00) Dollars, and includes the sum of Three Hundred Sixty and No/100 (\$360.00) Dollars as damage to remaining crops, and includes the sum of Two Thousand Four Hundred and No/100 (\$2,400.00) Dollars as severance damage to the remaining land owned by the

defendants, and includes the sum of Seven Hundred Twenty-six and No/100 (\$726.00) Dollars as the amount acceptable in lieu of plaintiff constructing a relocated ditch, subject only to such easements as may be or have been waived by plaintiff.

It is further stipulated and agreed by and between the above-named parties that the aforesaid sum shall be paid to E. L. Jarnagin and Erma Jane Jarnagin, husband and wife, and that from said sum there shall first be paid any and all liens, balance due on taxes and encumbrances against said land, including adverse claims or claims by lessees.

The defendants, E. L. Jarnagin and Erma Jane Jarnagin, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of Commissioners or Jury for the determination of just compensation.

The above-named parties hereby agree to the entering of a judgment in conformity with this stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this stipulation.

Executed on the 5th day of May, 1954.

/s/ E. L. JARNAGIN,

/s/ ERMA JANE JARNAGIN,

Defendants.

UNITED STATES OF
AMERICA,JACK D. H. HAYS,
United States Attorney,/s/ EVERETT L. GORDON,
Assistant United States
Attorney.

[Endorsed]: Filed July 2, 1954.

[Title of District Court and Cause.]JUDGMENT IN RE TRACT 112
(PARCEL B)

This cause coming on regularly to be heard before the Court this 2nd day of July, 1954, upon the Stipulation between the defendants E. L. Jarnagin and Erma Jane Jarnagin, husband and wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$9,566.00 has been deposited in the registry of this Court as estimated just compensation for the following described real estate:

Tract No. 112—Parcel B

That portion of the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section Seventeen (Sec. 17), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings

being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Northwest corner of said Section 17; thence along the North line of said Section South $89^{\circ} 59' 17''$ East 977.72 feet; thence South $42^{\circ} 48' 58''$ West 1438.57 feet, more or less, to the West line of said Section 17; thence North along said West line 1055.45 feet, more or less, to the point of beginning.

Containing 11.84 acres, more or less, including 0.79 acre, more or less, in Street.

It Is Ordered, Adjudged and Decreed that the reasonable just compensation for the taking of the unencumbered fee simple title to the lands hereinabove described is the sum of \$9,566.00, inclusive of interest, and that title in fee simple to said lands is now vested in the United States of America, and is hereby confirmed and held to be in the United States of America.

It Is Further Ordered, Adjudged and Decreed that said sum having been paid to said defendants pursuant to the order of this Court entered herein on June 18, 1954, that the award and judgment rendered in favor of said defendants be, and the same is fully discharged, paid and satisfied.

Done in Open Court this 2nd day of July, 1954.

/s/ DAVE W. LING,

Judge, United States District Court, for the District of Arizona.

[Endorsed]: Filed July 2, 1954.

[Title of District Court and Cause.]

MOTION FOR INTERVENTION

Comes now the following named Arizona Corporations and residents of Maricopa County, Arizona:

1. Adaman Mutual Water Company, an Arizona Non-Profit Corporation, on behalf of itself as a water company and owner of fee lands within the Adaman Reclamation Project, and on behalf of its stockholders as their interests may appear;

2. All other fee owners, contract purchasers and lessees of lands within the Adaman Reclamation Project being:

Goodyear Farms, an Arizona Corporation;
Harry A. Kandarian and Bernita Kandarian, husband and wife;

Peter Nalbandian, as his sole and separate property;

Joseph E. Bulfer and Mary Bulfer, husband and wife;

Calvin F. Jones and Margaret Jones, husband and wife;

Jonathan Thomas Rogers, a single man;

Jefferson Z. Rogers, a married man;

John Newton Edge and Margaret Elizabeth Edge, husband and wife;

Harold Ralph Hunt and Georgia May Hunt, husband and wife;

George Reismann and Joanna Reismann, husband and wife;

Lee Weldon Merritt and Peggy Childers Merritt, husband and wife;

Raymond F. Austerman and Zula Austerman, husband and wife;

John A. Sellers and Maxine Sellers, husband and wife;

Marshall E. Manley and Mary Elizabeth Manley, husband and wife;

Myron M. Mitchell and Irene Mitchell, husband and wife;

Henry Hallam Hestand and Martha Sue Hestand, husband and wife;

Chester Elwood Hunt and Mary Virginia Hunt; husband and wife;

Olliver Kissling and Peggy Jean Kissling, husband and wife;

Albert C. Lueck and Melva Lueck, husband and wife;

Ralph Ashby and Grace Ashby, husband and wife;

Leon Fort and Doris C. Fort, husband and wife;

Carlton A. Hinton and Verna Hinton, husband and wife;

Roy Sheppard and Dora L. Sheppard, husband and wife;

Herman Eaton and Dorothy Eaton, husband and wife;

J. Elmer Woodward and Bernice Woodward, husband and wife;

Juan Brashears and Betty Brashears, husband and wife;

J. L. Bunger and Kathryn Bunger, husband and wife;

Leon G. Gailey;

Archer W. Seaver;

Ray M. Lorette;

George W. Busey;

B. W. Mullins;

James H. Sharp;

Jewell J. Stone;

by and through their duly authorized attorneys, Snell & Wilmer, and respectfully move this Court to grant and allow the filing of the Petition for Intervention attached hereto for the following reasons:

I.

By and under the above-entitled action the United States of America and the United States Air Force have taken and condemned approximately two hundred thirty-nine (239) acres of land in Maricopa County, Arizona, of which approximately two hundred thirty-three (233) acres are located within the Adaman Reclamation Project, for purposes of extending and improving the runways and facilities of Luke Air Force Base at Litchfield Park, Arizona.

II.

As the direct and natural result of the admitted and acknowledged takings in the action above-described, certain other substantial property and property rights have also been taken, and certain

other property and property rights so seriously diminished and restricted as to amount to a taking, none of which have been included in the above-entitled action, nor has compensation therefor been otherwise made by the said United States of America and United States Air Force.

III.

The result of these unacknowledged and unadmitted takings and damages is that the above named parties are suffering and will suffer substantial loss of property and property rights without compensation therefor unless they are allowed by this Court to become parties to the above-entitled action and thereby given an opportunity to state and prove their claims and the damages and takings they have suffered.

IV.

Intervention in the above-entitled action is both the proper procedure and the only procedure by and under which the above named parties can secure the relief to which they are entitled.

SNELL & WILMER,

By /s/ EDWARD JACOBSON,

Attorney for Above Named
Movants.

Receipt of copy acknowledged.

[Endorsed]: Filed July 24, 1954.

In the United States District Court for the
District of Arizona

No. Civil 1949

UNITED STATES OF AMERICA,

Plaintiff,

vs.

238.77 ACRES OF LAND, More or Less, Situate
in Maricopa County, State of Arizona,
and STATE OF ARIZONA; CHESTER
FULLER and MAXINE FULLER, Husband
and Wife, et al.,

Defendants,

GOODYEAR FARMS, an Arizona Corporation;
ADAMAN MUTUAL WATER COMPANY,
an Arizona Non-Profit Corporation; CARLON
A. HINTON and VERA HINTON, His
Wife; RAYMOND F. AUSTERMAN and
ZULA AUSTERMAN, His Wife, et al.,

Interveners.

PETITION FOR INTERVENTION

Comes now Snell & Wilmer, attorneys for Interveners and for their Petition of Intervention allege as follows:

I.

On November 27, 1953, the United States of America filed a Complaint in the above-entitled action seeking the condemnation of certain property therein described; the Secretary of the Air Force

of the United States of America filed a Declaration of Taking, taking these lands alleged to be necessary for use in connection with Luke Air Force Base, Maricopa County, State of Arizona; and, on the same date, an Order for Delivery of Possession of all said lands was entered by this Court directing the possession and control of the said property be surrendered to the United States of America on or before December 1, 1953.

II.

Thereafter, Plaintiff, the United States of America, did take possession of all of the above referred to lands and the Air Force of the United States of America put the same to the use of extending and improving the runways and attendant facilities for Luke Air Force Base, at Litchfield Park, Maricopa County, Arizona, which said extended runways and improved facilities are now in use by the said Air Force of the United States of America.

III.

In the above-entitled action and by the Order for Delivery of Possession therein, the Plaintiff, the United States of America, took approximately two hundred thirty-three (233) acres of land located within the Adaman Reclamation Project (hereinafter called "Project"), which Project contained, before said taking a total of two thousand eight hundred thirty-one (2831) acres, more or less. The remaining two thousand five hundred ninety-eight (2598) acres in the Project are comprised of thirty-nine (39) tracts of land all but one of which has

been and now is being used for residential and/or agricultural purposes. The Project, the location of the lands taken therefrom and of the thirty-nine (39) tracts remaining and the names of the owners, contract purchasers and lessees thereof are more particularly shown on a map attached hereto and made a part hereof by reference as Exhibit 1.

IV.

Said Project has been and is now being served water by the Adaman Mutual Water Company, an Arizona Non-Profit Corporation (hereinafter called "Company"), which Company is owned by the owners of the lands in the Project and which Company, for the purpose of furnishing water to the lands in the Project has drilled wells, constructed ditches, pipelines and installed and maintained pumps, machinery and other facilities for these purposes having invested therefor a capital sum in excess of Three Hundred Seventy Thousand and no/100 (\$370,000.00) Dollars.

V.

The Interveners herein (all natural persons hereinafter listed being residents of Maricopa County, Arizona) are:

a. Adaman Mutual Water Company, an Arizona Non-Profit Corporation, on behalf of itself as a water company and owner of fee lands within the Project, and on behalf of its stockholders as their interest may appear;

b. All other fee owners of lands within the Project being:

Goodyear Farms, an Arizona Corporation;

Harry A. Kandarian and Bernita Kandarian, husband and wife;

Peter Nalbandian, as his sole and separate property;

Joseph E. Bulfer and Mary Bulfer, husband and wife;

Calvin F. Jones and Margaret Jones, husband and wife;

Jonathan Thomas Rogers, a single person;

Jefferson Z. Rogers, a married man;

John Newton Edge and Margaret Elizabeth Edge, husband and wife;

Harold Ralph Hunt and Georgia May Hunt, husband and wife;

George Reismann and Joanna Reismann, husband and wife;

Lee Weldon Merritt and Peggy Childers Merritt, husband and wife;

Raymond F. Austerman and Zula Austerman, husband and wife.

c. All owners of equitable interests (under Contracts of Purchase) in lands within the Project being:

John A. Sellers and Maxine Sellers, husband and wife;

Marshall E. Manley and Mary Elizabeth Manley, husband and wife;

Myron M. Mitchell and Irene Mitchell, husband and wife;

Henry Hallam Hestand and Martha Sue Hestand, husband and wife;

Chester Elwood Hunt and Mary Virginia Hunt, husband and wife;

Olliver Kissling and Peggy Jean Kissling, husband and wife;

Albert C. Lueck and Melva Lueck, husband and wife;

Ralph Ashby and Grace Ashby, husband and wife;

Leon Fort and Doris C. Fort, husband and wife;

Carlton A. Hinton and Verna Hinton, husband and wife;

Roy Sheppard and Dora L. Sheppard, husband and wife;

Herman Eaton and Dorothy Eaton, husband and wife;

J. Elmer Woodward and Bernice Woodward, husband and wife;

Juan Brashears and Betty Brashears, husband and wife;

J. L. Bunger and Kathryn Bunger, husband and wife;

Calvin F. Jones and Margaret P. Jones, husband and wife.

d. All lessees of lands within the Project being:

Leon G. Gailey,

Archer W. Seaver,

Ray M. Lorette,

George W. Busey,
B. W. Mullins,
R. F. Austerman,
James H. Sharp,
Jewell J. Stone.

Intervenors' lands within the Project, the designation as to whether the same are owned in fee, being purchased under contract or being leased and the location of the same are as shown by the tracts numbered one (1) through thirty-nine (39) on the map incorporated herein as Exhibit 1.

The name of the owner, purchaser or lessee, the tract number and the legal description of each such tract of land whether held in fee, being purchased under contract or leased is set forth in Exhibit 2, attached hereto and made a part hereof by reference.

The form of deed under which all Intervenors who are fee owners hold (with certain exceptions hereinafter noted) is that set forth as Exhibit 3, attached hereto and made a part hereof by reference.

The form of deed under which fee owners Joseph E. Bulfer and Mary Bulfer, husband and wife, and Lee Weldon Merritt and Peggy Childers Merritt, husband and wife, hold, is substantially the same as Exhibit 3 except for the fact that it includes, in addition, a mineral reservation clause substantially in the form set forth as Exhibit 4 attached hereto and made a part hereof by reference.

The form of deed by and under which the following named Interveners who are fee owners of Project lands hold title to some or all of their lands, is different from either Exhibit 3 or Exhibit 4. However, in each case, the predecessor in interest to the said fee owners held under deeds the same or similar in form to Exhibit 3, and in no case is the claim for damages of these Interveners as set forth herein increased, diminished or in anywise altered by reason of such variation. These owners are:

Harry A. Kandarian and Bernita J. Kandarian, his wife;

Peter Nalbandian, as his sole and separate property;

Jonathan Thomas Rogers, a single man;

John N. Edge and Margaret Edge, husband and wife;

Harold Ralph Hunt and Georgia May Hunt, husband and wife;

Raymond F. Austerman and Zula Austerman, husband and wife.

The Form of Agreement for Sale under which all Interveners who are contract purchasers hold equitable title to lands within the Project (with certain exceptions hereinafter noted) is set forth in Exhibit 5 attached hereto and made a part hereof by reference.

The Form of Agreement for Sale under which Calvin F. Jones and Margaret P. Jones, husband and wife, and Carlton A. Hinton and Verna Hinton, husband and wife, hold certain of their lands is

different from Exhibit 5. However, in both cases their predecessors in interest held under Agreements for Sale in form set forth as Exhibit 5 and deeds in form set forth in Exhibit 3. And in neither case is the claim for damages of these Interveners as set forth herein increased, diminished or altered by such variation.

The form of Lease under which all Interveners who are Lessees hold leasehold interests in and to lands within the Project (with one exception hereinafter noted) is set forth in Exhibit 6 attached hereto and made a part hereof by reference.

The form of Lease under which Raymond F. Auserman holds a leasehold interest in certain of the lands within the Project is different from Exhibit 6. However, the difference in nowise increases, diminishes or affects his claim for damages as set forth herein.

VI.

This Petition of Intervention is concerned generally with claims for damages for two separate kinds of takings. For convenience and clarity they will hereinafter be sometimes referred to as "Eight Per Cent Taking" and "Aircraft Taking." All fee owners and contract purchasers in the Project are claimants for damages under the "Eight Per Cent Taking." All owners, contract purchasers and lessees in the Project of lands lying generally in the path of jet aircraft flight (being generally the lands in the southern half of the Project) are claimants for damages under "Aircraft Taking."

Eight Per Cent Taking:

VII.

As heretofore alleged, Adaman Mutual Water Company is a Non-Profit Corporation organized under the laws of the State of Arizona. Its purpose is to provide irrigation water and irrigation facilities for the lands within the Project together with some domestic water. All of the issued and outstanding stock of the Company is owned by Project landowners in proportion to the acreage each owns. The stock ownership and rights and obligations of the stockholders are perpetually and inseparably bound and tied to the Project lands they own. These lands may not be transferred without the stock incident thereto, nor may the stock be transferred without the land. The initial cost of the Company and the cost and expense for the maintenance and operation of the Company are liens upon the stock and upon the land in amounts proportionate to the acreage each tract bears to the total acreage of the Project. The obligation to pay the charges and assessments therefor are like the liens they create, inseparably appurtenant to the lands concerned, may not be transferred or separated therefrom, and are subject to enforcement by foreclosure, all of which is more particularly set forth in the following Exhibits incorporated herein and made a part hereof by reference:

Exhibit 7, being the Articles of Adaman Mutual Water Company and Amendment thereto;

Exhibit 8, being the Bylaws of Adaman Mutual Water Company;

Exhibit 9, being the Stock Subscription Agreement to which each fee owner and contract purchaser of lands within the Project is signatory.

which obligations to the Adaman Mutual Water Company are further referred to in the deeds, agreements for sale and leases as set forth in Exhibits 3, 4, 5 and 6 hereof.

VIII.

The aforescribed Order for Delivery of Possession for approximately two hundred thirty-three (233) acres of lands within the Project represents a taking of approximately 8.3 per cent of the former total Project acreage. However, the cost of maintenance of the Adaman Mutual Water Company is neither decreased by 8.3 per cent or at all, for the reason that no decrease was possible or was made in the number of wells, or in the number, length or size of ditches, pipelines, pumps or other facilities of the Company in order to serve what remains of the Project. Neither were any other substitute lands available for inclusion within the Project. Therefore, 91.7 per cent of the lands in the Project (being all that now remains after condemnation) will forever and a day bear, in addition to their fair proportion of the cost of the maintenance and operation of the Company, the burden of an added 8.3 per cent of this cost formerly borne

by lands removed therefrom by the said Declaration of Taking.

IX.

These Interveners further allege that the approximately two hundred thirty-three (233) acres of land within the Project taken by the United States of America, by virtue of the Order for Delivery of Possession, was, as heretofore set forth, impressed with the perpetual and non-separable obligation to pay and maintain its prorata share of the cost of the construction, operation and maintenance of the Company's facilities; and said obligation constituted covenants running with and liens upon that land. Therefore, the United States of America, in taking said land but refusing to recognize or assume the obligation of the cost of the prorata share of the operation and maintenance expense (and assuming only the obligation of the prorata share of initial construction cost) has taken substantial and valuable rights from the Company and the stockholders thereof. These are the rights to assess and collect from the owners of such lands the prorata share of such costs of the maintenance and operation of the Company and such taking constitutes at law a taking for which compensation must be granted.

X.

These Interveners allege 8.3 per cent of the average annual operation and maintenance cost of the facilities of the Company (exclusive of charges for water used) is approximately Sixteen Hundred and no/100 (\$1600.00) Dollars per year. Interveners

further allege the amount necessary to be invested at six (6) per cent per annum to provide said sum is Twenty-seven Thousand and no/100 (\$27,000.00) Dollars. In addition, Interveners allege the life of these facilities is not to exceed fifteen (15) years. The present day value of the annual payment which would otherwise have been made by the owners of the lands taken, had they remained within the Project, to amortize the investment in the Project during the ensuing fifteen (15) years so that the facilities would be replaced as needed, is approximately Thirty Thousand and no/100 (\$30,000.00) Dollars.

Aircraft Taking:

XI.

As the direct and natural result of the extension of the jet aircraft runways (being the principal use to which condemned Project lands were put), the domestic and agricultural uses of certain of the remaining Project lands, and the value of the improvements thereon, are seriously curtailed and diminished, and, in some cases, totally destroyed. This curtailment, value diminution or destruction, amounting in fact to a taking, affects in varying degrees all of the Interveners who are owners, contract purchasers or lessees of Tracts 20, 21, 19, 22, 16, 38, 23, 17, 39, 24, 25 and 18, as shown on Exhibit 1.

XII.

Interveners allege that during an average day approximately four hundred (400) jet planes from Luke Air Force Base will take off from one of two

runways, said take-off direction being from north-east toward the southwest (being against the direction of the prevailing winds). Said take-offs will vary from single planes to groups of two or more planes. The frequency of said take-offs will vary from hour to hour during an average day from a low of a few planes per hour in the evening to highs of eighty (80) or more per hour during certain of the morning, noon and early afternoon hours and that the times of such take-offs will vary from day to day. The two runways aforescribed are more clearly shown as the heavy solid blue lines on the map entitled "Exhibit 1."

XIII.

Intervenors allege that the height of said planes taking off from the northern runway as they cross the lands of Intervenors nearest the runways is ten (10) feet above the ground and the height said planes cross lands of Intervenors farthest from the runways is only one hundred twenty (120) feet above the ground; that the height of the planes taking off from the southernmost runway as they cross lands of Intervenors nearest the runway is fifty (50) feet above the ground and as they cross the farthest lands, one hundred eighty (180) feet above the ground; all as more clearly shows on Exhibit 1.

XIV.

Intervenors allege that danger from such planes, the flames shooting behind them, the tow targets and machinery and oil they drop, the deafening

noise they create and the constant fear of crashes into people working the fields, into farm machinery or into barns, homes, water towers, etc., causes the following damages (to a greater or lesser degree to each Intervener depending on the relative location of the tract, the improvements thereon and the use or uses to which the tract and the improvements thereon are put):

(a) Interveners with houses find the houses become unsafe in which to live. Other houses become so noisy and shaken as to prohibit their being satisfactory dwellings or places within which to conduct a family life and raise children.

(b) Interveners raising crops (such as cotton) of a character to require dusting by plane are completely unable to secure the services of certain crop dusters and can secure others only upon certain week ends when it is known in advance that the jet planes will not be flying, (and then, only if the air conditions are satisfactory), causing damage to crops, making the farming thereof more expensive and precarious, and, in some cases, making lands unusable for such crops.

(c) Interveners engaged in feeding beef cattle for market must extend the feeding time period by one-third in order to make up for the two to five-week period it takes for new cattle to quiet and become partially accustomed to the noise.

(d) Interveners engaged in grazing beef cattle on alfalfa must similarly extend the duration graz-

ing period as the cattle in the field never become completely accustomed to the noise.

(e) Interveners engaged in dairying are damaged by both lesser milk production and lowered butterfat content of milk as the result of said noise and disturbance.

(f) Interveners engaged in raising or feeding any livestock or in dairying must get rid of all temperamental animals.

(g) All Interveners hereunder, allege the constant proximity of the planes and the attendant noise and danger decreases the efficiency of all farm labor by at least twenty-five (25) per cent.

(h) Certain Interveners whose lands lie closest to the runways find the planes so low as to eliminate all use, agricultural, domestic or otherwise, of said lands.

(i) All Interveners herein find tillable hours reduced, farm machinery damaged by dropped tow targets and parts, farm values and home values diminished or destroyed, together with multiple other attendant and auxiliary damages.

XV.

Intervener, Goodyear Farms, owner of Tract 19, said tract being a parcel of land approximately fifteen (15) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) claims and alleges: That prior to the events and takings by the United

States of America and the United States Air Force heretofore set forth in this Petition, said Tract 19 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre. Further, that since these events, a good portion of Tract 19 has been rendered wholly and totally useless for any purpose, agricultural, domestic or otherwise. And the remainder of said tract has been so substantially taken and natural agricultural and domestic uses to which it could and was previously put, so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said tract now a fair market value of not to exceed One Hundred and no/100 (\$100.00) Dollars. Therefore, by reason of the foregoing, Intervener, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property in Tract 19 in the sum of Six Thousand and no/100 (\$6000.00) Dollars.

XVI.

Intervener, B. W. Mullins, Lessee of the said Tracts 19 and 17 described in Article XV immediately above, claims and alleges that but for the events and takings by the United States of America and the United States Air Force heretofore set forth, he would have planted the fifteen (15) acres, which comprise the said Tract 19, in cotton. Because, however, planes cross Tract 19 from the northernmost runway at levels from ten to twenty feet above the ground, and because therefore of the impossibility of securing dusting by plane, the im-

possibility of using either mechanical or human pickers, together with the impossibility of defoliation, Intervener planted said fifteen acres of his cotton allotment in his leased land being Tract 17. The best ground in the said Tract 17 was, however, already planted in alfalfa and it being unsound economically to plow up the alfalfa, the cotton had to be planted in less desirable ground in Tract 17. As planes from the northernmost runway cross Tract 17 at levels of fifteen feet, mechanical pickers are not usable. Said Intervener alleges that as the result of having to plant his cotton on poorer ground, he will lose a minimum of three-quarters ($\frac{3}{4}$) of a bale per acre sustaining a total loss of about eleven and one-half ($11\frac{1}{2}$) bales, or not less than Nineteen Hundred and no/100 (\$1900.00) Dollars from this cause; and by being required to use hand pickers instead of mechanical pickers he will lose an added Three Hundred and no/100 (\$300.00) Dollars making a total loss to Intervener, B. W. Mullins, on said Tracts 19 and 17, of not less than Twenty-two Hundred and no/100 (\$2200.00) Dollars.

XVII.

Intervener, Goodyear Farms, owner of Tract 22, said tract being a parcel of land approximately eighty (80) acres in size, (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing improvements consisting of a residence, dairy barn, storage sheds and corrals, claims and alleges that prior to the events and takings by the United States

of America and the United States Air Force heretofore set forth in this Petition, said Tract 22 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 22 had a fair market value of Sixty-six Hundred and no/100 (\$6600.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed One Hundred and no/100 (\$100.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Nine Hundred and Ninety (\$990.00) Dollars, therefore, by reason of the foregoing, Intervener, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Thirty-seven Thousand Six Hundred and Ten and no/100 (\$37,610.00) Dollars.

XVIII.

Intervener, James H. Sharp, Lessee of Tract 22 described in Article XVII immediately above, claims and alleges that but for the events and takings by the United States of America and the United States Air Force heretofore set forth, he would have been able to dust the twenty-eight acres of cotton he is raising on the said Tract 22 by the

use of crop dusters with planes and would have been able to use mechanical pickers for picking the said cotton crop. Further, but for the said events and takings, said Intervener would be able to cut alfalfa, grown on the balance of the tract for green feed with the usual fourteen foot high rig and equipment necessary to load the same up into a trailer. Because, however, planes cross the said Tract 22 from the northernmost runway at levels from fifteen to twenty feet above the ground, and because therefore of the impossibility of securing dusting by plane or using mechanical pickers, Intervener alleges he will lose not less than Fifty-five and no/100 (\$55.00) Dollars per acre on his cotton crop. As Intervener's cotton allotment and the amount of acreage which he has planted to cotton) is twenty-eight (28) acres, the Intervener alleges a loss of not less than Fifteen Hundred Forty and no/100 (\$1540.00) Dollars on his cotton crop. Further, Intervener alleges that due to his inability to raise alfalfa for green feed as above-described and the fact that he must now raise it for hay, Intervener has sustained an additional loss of not less than Five Hundred and no/100 (\$500.00) Dollars, making the total loss to Intervener, James H. Sharp, a sum of not less than Two Thousand Forty and no/100 (\$2040.00) Dollars.

XIX.

Intervener, Goodyear Farms, owner of Tract 16, said tract being a parcel of land approximately eighty (80) acres in size (located as shown on Ex-

hibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) claims and alleges: That prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 16 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre. Further, that since these events, a good portion of Tract 16 has been rendered wholly and totally useless for any purpose, agricultural, domestic or otherwise. And the remainder of said Tract has been so substantially taken and natural agricultural and domestic uses to which it could and was previously put, so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said tract a now fair market value of not to exceed One Hundred and no/100 (\$100.00) Dollars. Therefore, by reason of the foregoing, Intervener, Good-year Farms, has suffered a taking resulting in damage to its above-described real property in Tract 16 in the sum of Thirty-two Thousand and no/100 (\$32,000.00) Dollars.

XX.

Intervener, George W. Busey, Lessee of Tract 16 described in Article XIX immediately above, claims and alleges that but for the events and takings by the United States of America and the United States Air Force heretofore set forth, he would have been able to dust the thirty-two acres of cotton he is raising on the said Tract 16 by the use of crop dusters with planes and would have been able to use me-

chanical pickers for picking the said cotton crop. Because, however, planes cross the said Tract 16 from the northernmost runway at levels from five to twenty-five feet above the ground, and because therefore of the impossibility of securing dusting by plane or using mechanical pickers, Intervener alleges he will lose not less than Fifty-five and no/100 (\$55.00) Dollars per acre on his cotton crop. As Intervener's cotton allotment (and the amount of acreage which he has planted to cotton) is thirty-two (32) acres, the Intervener alleges a loss of not less than Seventeen Hundred Sixty and no/100 (\$1760.00) Dollars.

XXI.

Intervener, Goodyear Farms, owner of Tract 17, said tract being a parcel of land approximately sixty-five (65) acres in size, (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing improvements consisting of a residence, dairy barn, storage shed and corrals, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 17 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 17 had a fair market value of Seven Thousand and no/100 (\$7000.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substan-

tially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred and no/100 (\$200.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Seventeen Hundred Fifty and no/100 (\$1750.00) Dollars. Therefore, by reason of the foregoing, Intervener, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Twenty-four Thousand Seven Hundred Fifty and no/100 (\$24,750.00) Dollars.

XXII.

Intervenors, Carlon A. Hinton and Verna Hinton, contract purchasers of Tract 23, said tract being a parcel of land approximately eighty (80) acres in size, (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing improvements consisting of an owners' residence, a residence for laborers, dairy barn, auxiliary barn, garage, corals and shop, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 23 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 23 had a fair market value of Thirty-four Thousand Seven Hundred and no/100

(\$34,700.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred and no/100 (\$200.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Five Thousand Two Hundred Five and no/100 (\$5205.00) Dollars. Therefore, by reason of the foregoing, Interveners, Carlon A. Hinton and Verna Hinton, have suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of not less than Fifty-three Thousand Four Hundred Ninety-five and no/100 (\$53,495.00) Dollars.

XXIII.

Interveners, Carlon A. Hinton and Verna Hinton, contract purchasers of Tract 25, said tract being a parcel of land approximately forty (40) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) claims and alleges, that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 25 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre. Further, that since these events, a good portion of Tract 25 has been rendered

wholly and totally useless for any purpose, agricultural, domestic or otherwise. And the remainder of said tract has been so substantially taken and natural agricultural and domestic uses to which it could and was previously put, so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said tract a now fair market value of not to exceed Two Hundred Sixty and no/100 (\$260.00) Dollars. Therefore, by reason of the foregoing, Interveners, Carlon A. Hinton and Verna Hinton, have suffered a taking resulting in damage to their above-described real property in Tract 25 in the sum of Ninety Six Hundred and no/100 (\$9,600.00) Dollars.

XXIV.

Interveners, Harold Ralph Hunt and Georgia May Hunt, owners of Tract 38, said tract being a parcel of land approximately eighty (80) acres in size, (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing improvements consisting of a residence, garage, storage sheds, granary, corals and scales, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 38 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 38 had a fair market value of Twenty-Three Thousand and no/100 (\$23,000.00) Dollars.

Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred Ninety and no/100 (\$290.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Three Thousand Four Hundred Fifty and no/100 (\$3,450.00) Dollars. Therefore, by reason of the foregoing, Interveners, Harold Ralph Hunt and Georgia May Hunt, have suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of not less than Thirty-Six Thousand Three Hundred Fifty and no/100 (\$36,350.00) Dollars.

XXV.

Interveners, George Reismann and Joanna Reismann, owners of Tract 39, said tract being a parcel of land approximately eighty (80) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) containing improvements consisting of a residence, bath house, sheds, granary, shop, barn, grain tanks and corrals, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 39 had a fair market value of Five Hundred and no/100

(\$500.00) Dollars per acre, and the improvements on said Tract 39 had a fair market value of Twelve Thousand Five Hundred and no/100 (\$12,500.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred Sixty and no/100 (\$260.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Eighteen Hundred Seventy-Five and no/100 (\$1,875.00) Dollars. Therefore, by reason of the foregoing, Interveners, George Reismann and Joanna Reismann, have suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of not less than Twenty-Nine Thousand Eight Hundred Twenty-Five and no/100 (\$29,825.00) Dollars.

XXVI.

Interveners, Raymond F. Austerman and Zula Austerman, owners of Tract 24, said tract being a parcel of land approximately forty (40) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing improvements consisting of a residence, dairy barn, workers' residence, garage, shed and corrals, claim and allege that prior to the events and takings by the United States of

America and the United States Air Force heretofore set forth in this Petition, said Tract 24 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 24 had a fair market value of Twenty-Two Thousand Three Hundred and no/100 (\$22,300.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred Thirty and no/100 (\$230.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Three Thousand Three Hundred Forty-Five and no/100 (\$3,345.00) Dollars. Therefore, by reason of the foregoing, Interveners, Raymond F. Austerman and Zula Austerman, have suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Twenty-Nine Thousand Seven Hundred Fifty-Five and no/100 (\$29,755.00) Dollars.

XXVII.

Interveners, Leon Fort and Doris C. Fort, contract purchasers of Tract 18, said tract being a parcel of land approximately eighty (80) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) containing improvements consist-

ing of a residence, storage shed and corrals, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, said Tract 18 had a fair market value of Five Hundred and no/100 (\$500.00) Dollars per acre, and the improvements on said Tract 18 had a fair market value of Fifty-Six Hundred and no/100 (\$5,600.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Four Hundred Seventy and no/100 (\$470.00) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Two Thousand Eight Hundred and no/100 (\$2,800.00) Dollars. Therefore, by reason of the foregoing, Interveners, Leon Fort and Doris C. Fort, have suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Fifty-Two Hundred and no/100 (\$5,200.00) Dollars.

XXVIII.

Interveners, John Newton Edge and Mary Elizabeth Edge, owners of Tracts 35 and 36, said tracts being two parcels of land totalling approximately one hundred twenty (120) acres in size (located as shown on Exhibit 1 hereof, the property descrip-

tion for which is set forth in Exhibit 2 hereof) containing certain improvements consisting of a residence, two (2) dairy barns, a granary, shops, a residence for laborers and corrals, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, the improvements on said Tracts 35 and 36 had a fair market value in the amount of Thirty-Two Thousand and no/100 (\$32,000.00) Dollars. Further, that since these events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said improvements a now fair market value of not to exceed Twenty-Four Thousand and no/100 (\$24,000.00) Dollars. Therefore, by reason of the foregoing, Interveners John Newton Edge and Margaret Elizabeth Edge, have suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of Eight Thousand and no/100 (\$8,000.00) Dollars.

XXIX.

Intervener, Adaman Mutual Water Company, an Arizona Non-Profit Corporation, owner of Tract 20, said tract being a parcel of land totalling approximately fifteen (15) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof) containing certain improvements consisting of a club

house, two (2) hay barns, storage barns, scales and corrals, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Petition, the improvements on said Tract 20 had a fair market value in the amount of Twenty-Four Thousand and no/100 (\$24,000.00) Dollars. Further, that since these events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said improvements a now fair market value of not to exceed Twenty Thousand Four Hundred and no/100 (\$20,400.00) Dollars. Therefore, by reason of the foregoing, Intervener, Adaman Mutual Water Company has suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of Three Thousand Six Hundred and no/100 (\$3,600.00) Dollars.

XXX.

Intervener, Goodyear Farms, owner of Tract 21, said tract being a parcel of land totalling approximately thirty (30) acres in size (located as shown on Exhibit 1 hereof, the property description for which is set forth in Exhibit 2 hereof), containing certain improvements consisting of a residence, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this

Petition, the improvements on said Tract 21 had a fair market value in the amount of Forty-Five Hundred and no/100 (\$4,500.00) Dollars. Further, that since these events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Petition (and particularly in Article VI through XIV hereof) as to give said improvements a now fair market value of not to exceed Three Thousand Eight Hundred Twenty-Five and no/100 (\$3,825.00) Dollars. Therefore, by reason of the foregoing, Intervener, Goodyear Farms has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of Six Hundred Seventy-Five and no/100 (\$675.00) Dollars.

Wherefore, Interveners, and each of them, pray judgment against plaintiff, the United States of America as follows:

1. Adaman Mutual Water Company on behalf of itself, as a water company, and owner of fee lands within the Adaman Reclamation Project and on behalf of its stockholders, the other Interveners herein, as their interests may appear, the total sum of Fifty-Seven Thousand and no/100 (\$57,000.00) Dollars.

2. Goodyear Farms for takings and damages done to Tract 19, said tract and damages more particularly described in Article XV hereof, the total sum of Six Thousand and no/100 (\$6,000.00) Dollars.

3. B. W. Mullins for takings and damages done to Tracts 17 and 19, said tracts and damages more particularly described in Article XVI hereof, the sum of Twenty-Two Hundred and no/100 (\$2,-200.00) Dollars.

4. Goodyear Farms for takings and damages done to Tract 22, said tract and damages more particularly described in Article XVII hereof, the total sum of Thirty-Seven Thousand Six Hundred and Ten and no/100 (\$37,610.00) Dollars.

5. James H. Sharp for takings and damages done to Tract 22, said tract and damages more particularly described in Article XVIII hereof, the total sum of Two Thousand Forty and no/100 (\$2,-040.00) Dollars.

6. Goodyear Farms for takings and damages done to Tract 16, said tract and damages more particularly described in Article XIX hereof, the total sum of Thirty-Two Thousand and no/100 (\$32,-000.00) Dollars.

7. George W. Busey for takings and damages done to Tract 16, said tract and damages more particularly described in Article XX hereof, the total sum of One Thousand Seven Hundred Sixty and no/100 (\$1,760.00) Dollars.

8. Goodyear Farms for takings and damages done to Tract 17, said tract and damages more particularly described in Article XXI hereof, the total sum of Twenty-Four Thousand Seven Hundred Fifty and no/100 (\$24,750.00) Dollars.

9. Carlon A. Hinton and Verna Hinton, his wife, for takings and damages done to Tract 23, said tract and damages more particularly described in Article XXII hereof, the total sum of Fifty-Three Thousand Four Hundred Ninety-Five and no/100 (\$53,495.00) Dollars.

10. Carlon A. Hinton and Verna Hinton, his wife, for takings and damages done to Tract 25, said tract and damages more particularly described in Article XXIII hereof, the total sum of Ninety Six Hundred and no/100 (\$9,600.00) Dollars.

11. Harold Ralph Hunt and Georgia May Hunt, his wife, for takings and damages done to Tract 38, said tract and damages more particularly described in Article XXIV hereof, the total sum of Thirty-Six Thousand Three Hundred Fifty and no/100 (\$36,350.00) Dollars.

12. George Reismann and Joanna Reismann, his wife, for takings and damages done to Tract 39, said tract and damages more particularly described in Article XXV hereof, the total sum of Twenty-Nine Thousand Eight Hundred Twenty-Five and no/100 (\$29,825.00) Dollars.

13. Raymond F. Austerman and Zula Austerman, his wife, for takings and damages done to Tract 24, said tract and damages more particularly described in Article XXVI hereof, the total sum of Twenty-Nine Thousand Seven Hundred Fifty-Five and no/100 (\$29,755.00) Dollars.

14. Leon Fort and Doris C. Fort, his wife, for takings and damages done to Tract 18, said tract

and damages more particularly described in Article XXVII hereof, the total sum of Five Thousand Two Hundred and no/100 (\$5,200.00) Dollars.

15. John Newton Edge and Mary Elizabeth Edge, his wife, for takings and damages done to Tracts 35 and 36, said tracts and damages more particularly described in Article XXVIII hereof, the total sum of Eight Thousand and no/100 (\$8,000.00) Dollars.

16. Goodyear Farms for takings and damages done to Tract 21, said tract and damages more particularly described in Article XXX hereof, the total sum of Six Hundred Seventy-Five and no/100 (\$675.00) Dollars:

and as to each of the foregoing, together with interest thereon at the rate of six (6) per cent per annum from the date of the filing of the Declaration of Taking (being November 27, 1953) until paid, and for their costs herein incurred, together with such other relief as shall be deemed proper in the premises.

SNELL & WILMER,

By /s/ EDWARD JACOBSON,

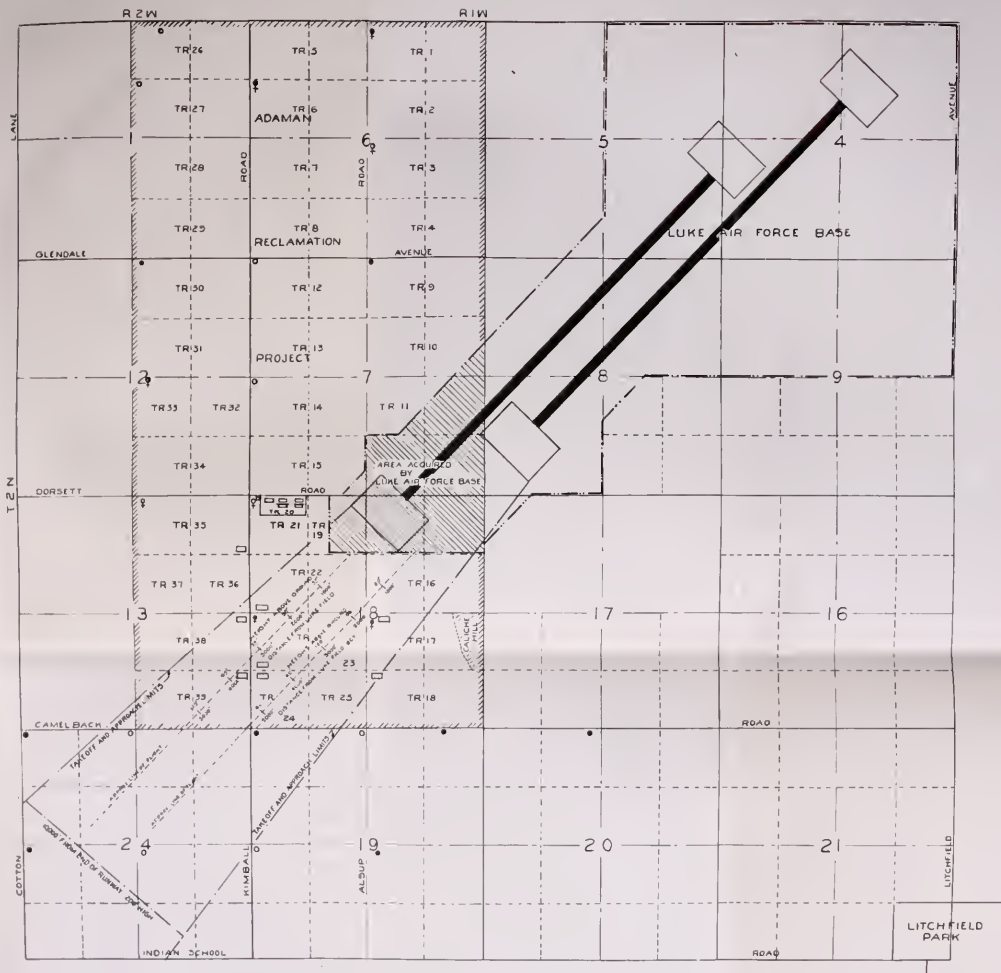
Attorney for Interveners.

Received 3 copies of the foregoing Petition this
23rd day of July, 1954,

U. S. DISTRICT ATTORNEY,

By /s/ E. L. GORDON,

Assistant U. S. Attorney,
Attorney for Plaintiff.



ADAMAN PROJECT

257165 AC GROSS
 7135 AC DITCHWAYS & ROADS
 1663 AC UNCULTIVATED CALKIE HILL TRAP #7
 1057 AC BUILDING SITE TR 19
 2495 DE AC CULTURATED

MAP SHOWING ADAMAN RECLAMATION PROJECT AND ADJACENT AREA

LEGEND



HOUSES, DUE TO SCALE OF MAP BARNES AND OTHER AUXILIARY BUILDINGS NOT SHOWN
 WELL
 WATER TOWER APPROX 35 FT HIGH
 WATER TANK TOWER APPROX 34 FT HIGH

SCALE 1 IN = 320 FT DATE JULY 1954 DRAWING N° A-1013

| TRM | OWNERSHIP |
|-----|---------------------------------|
| 1 | ADAMAN RECLAMATION DIST. - C.P. |
| 2 | ADAMAN RECLAMATION DIST. - C.P. |
| 3 | ADAMAN RECLAMATION DIST. - C.P. |
| 4 | ADAMAN RECLAMATION DIST. - C.P. |
| 5 | ADAMAN RECLAMATION DIST. - C.P. |
| 6 | ADAMAN RECLAMATION DIST. - C.P. |
| 7 | ADAMAN RECLAMATION DIST. - C.P. |
| 8 | ADAMAN RECLAMATION DIST. - C.P. |
| 9 | ADAMAN RECLAMATION DIST. - C.P. |
| 10 | ADAMAN RECLAMATION DIST. - C.P. |
| 11 | ADAMAN RECLAMATION DIST. - C.P. |
| 12 | ADAMAN RECLAMATION DIST. - C.P. |
| 13 | ADAMAN RECLAMATION DIST. - C.P. |
| 14 | ADAMAN RECLAMATION DIST. - C.P. |
| 15 | ADAMAN RECLAMATION DIST. - C.P. |
| 16 | ADAMAN RECLAMATION DIST. - C.P. |
| 17 | ADAMAN RECLAMATION DIST. - C.P. |
| 18 | ADAMAN RECLAMATION DIST. - C.P. |
| 19 | ADAMAN RECLAMATION DIST. - C.P. |
| 20 | ADAMAN RECLAMATION DIST. - C.P. |

| TRM | OWNERSHIP |
|-----|---------------------------------|
| 21 | ADAMAN RECLAMATION DIST. - C.P. |
| 22 | ADAMAN RECLAMATION DIST. - C.P. |
| 23 | ADAMAN RECLAMATION DIST. - C.P. |
| 24 | ADAMAN RECLAMATION DIST. - C.P. |
| 25 | ADAMAN RECLAMATION DIST. - C.P. |
| 26 | ADAMAN RECLAMATION DIST. - C.P. |
| 27 | ADAMAN RECLAMATION DIST. - C.P. |
| 28 | ADAMAN RECLAMATION DIST. - C.P. |
| 29 | ADAMAN RECLAMATION DIST. - C.P. |
| 30 | ADAMAN RECLAMATION DIST. - C.P. |
| 31 | ADAMAN RECLAMATION DIST. - C.P. |
| 32 | ADAMAN RECLAMATION DIST. - C.P. |
| 33 | ADAMAN RECLAMATION DIST. - C.P. |
| 34 | ADAMAN RECLAMATION DIST. - C.P. |
| 35 | ADAMAN RECLAMATION DIST. - C.P. |
| 36 | ADAMAN RECLAMATION DIST. - C.P. |
| 37 | ADAMAN RECLAMATION DIST. - C.P. |
| 38 | ADAMAN RECLAMATION DIST. - C.P. |

EXHIBIT 3

(Copy)

Warranty Deed

Know all men by these presents: That
....., Grantor, with its principal offices
at, for and in con-
sideration of the sum of \$....., to it
by and,
....., Grantees, has
granted, sold and conveyed and by these presents
does grant, sell and convey unto the said Grantees
the following described real property located in the
County of Maricopa, State of Arizona:

The Grantor excepts and reserves from this con-
veyance and from the premises hereby conveyed
the following items:

Item 1. Rights of way for existing roads, canals,
ditches, laterals, pipe lines, well sites, and pumping
plants or hereafter to be constructed upon said
premises or which the Adaman Mutual Water Com-
pany, an Arizona corporation, may find convenient
or necessary to construct to carry out its corporate
purposes, together with the right of ingress and
egress thereto and therefrom over the lands hereby
conveyed.

Item 2. Rights of way for existing power lines
and substations and telephone lines on said premises
together with the right of ingress and egress thereto
and therefrom.

Item 3. All irrigation wells and domestic wells
serving more than one farm, pumping plants, ma-

chinery, equipment and facilities incident to said wells and pumping plants.

Item 4. All subterranean waters beneath said premises not necessary for domestic, as distinguished from irrigation, use thereon.

This conveyance is further made subject to any liabilities or obligations imposed upon said lands by reason of the inclusion thereof within the boundaries of the Adaman Mutual Water Company, an Arizona Corporation.

To have and to hold the above-described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever. And the Grantor hereby binds itself, its successors and assigns, to warrant and defend, all and singular, the said property unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to taxes and assessments of all natures and kinds levied and assessed upon or against said property or any part thereof subsequent to the.....day of....., 19.....

In witness whereof, the Grantor has caused this instrument to be executed in its corporate name by its President and its seal to be hereto affixed and attested by its Secretary or Assistant Secretary, this.....day of....., 19.....

By.....,
Its President.

Attest:

.....

State of.....

County of.....—ss.

On this.....day of....., 19....,
before me....., the under-
signed officer, personally appeared.....
....., who acknowledged himself to be
theof....., and that
as such....., being authorized so to do,
executed the foregoing instrument for the purposes
therein contained, by signing the name of the cor-
poration thereto by himself as.....

In witness whereof, I have hereunto set my hand
and official seal.

.....,

Notary Public.

My Commission Expires:.....

EXHIBIT 4

General Form of Mineral Reservation

The Grantor excepts and reserves from this con-
veyance and from the premises hereby conveyed
the following items:

Item 1. All ores and minerals and all oil, gas
and other hydro-carbon substances beneath the sur-
face of the above-described premises with the right
to explore and test for, locate, mine, drill for, ex-
tract, and pump the same, including the right of
access to and the use of such parts of the surface
of said premises as may be necessary for mining,

drilling, extracting, pumping, saving and removing the same.

EXHIBIT 5

(Copy)

Agreement for Sale

Witness the terms of this agreement of sale made and entered into this.....day of....., 1951, by and between Goodyear Farms, a corporation, hereinafter called Seller, and.....and, hereinafter called Buyers:

For and in consideration of the covenants and agreements to Buyers hereinafter contained, Seller Agrees:

1. To sell and convey unto Buyers all that certain parcel of land situated in the County of Maricopa, State of Arizona, described as follows, viz:

The Seller excepts and reserves from the above-described premises and from this agreement to sell the following items:

Item 1. Rights of way for existing roads, canals, ditches, laterals, pipe lines, well sites, and pumping plants or hereafter to be constructed upon said premises by the Seller or which the Adaman Mutual Water Company, an Arizona corporation, may find convenient or necessary to construct to carry out its corporate purposes, together with the right of ingress and egress thereto and therefrom over the lands hereby agreed to be conveyed.

Item 2. Rights of way for existing power lines and substations and telephone lines on said premises together with the right of ingress and egress thereto and therefrom.

Item 3. All irrigation wells and domestic wells serving more than one farm, pumping plants, machinery, equipment and facilities incident to said wells and pumping plants.

Item 4. All subterranean waters beneath said premises not necessary for domestic, as distinguished from irrigation, use thereon.

The foregoing exceptions and reservations shall inure to the benefit of the Seller's successors and assigns and shall run with the land.

Said premises so agreed to be sold, after deducting the exceptions and reservations, contain 77.7 acres more or less.

2. Upon the payment in full of the amount therein agreed to be paid by Buyers, to execute and deliver to Buyers a good and sufficient special warranty deed conveying said property to Buyers, subject to all taxes and assessments on said property levied subsequent to....., 19.....and the foregoing exceptions and reservations, and the rights of Adaman Mutual Water Company.

In consideration of the foregoing and of the execution by Seller of this instrument, Buyers agree.

1. To pay to Seller the principal sum of \$.....together with interest thereon at

the rate of per cent per annum from, 19, on the unpaid balance until paid. Said principal and interest shall be payable at the office of Seller in Litchfield Park, Arizona, in installments of \$., commencing as of the day of, 19, and thereafter until the principal and interest are fully paid. Said payments include the interest due on date of payments as well as amortization of the principal. Attached hereto and made a part of this agreement is an Amortization Table which shows the amount of each payment applied to interest and applied to the principal and the balance of principal due after crediting the payments on the principal and interest.

2. To pay, before they become delinquent, any and all taxes and assessments on said property levied subsequent to, 19, and all assessments made by Adaman Mutual Water Company upon stock of said Company owned by the Buyers and which is appurtenant to said land. In the event Buyer should fail to comply with the provisions of this paragraph, Seller at its option may make such payments and recover the amount thereof, plus interest, from the Buyers or it may declare and enforce a forfeiture of all rights of the Buyers under this agreement and all interest of the Buyers in the land described herein in the manner provided by Paragraph 2 of the Mutual Agreements referred to on page 4 hereof.

3. To keep the buildings erected and to be erected upon said premises insured against loss and damage by fire and tornado to the amount of not less than \$.....in such insurance company or companies as the Seller shall approve, with loss, if any, payable to the Seller as its interest may appear, and to pay the premium for such insurance and forthwith deliver to Seller the policies of such insurance and the receipts for the premiums paid; and in the event of the Buyers' default in obtaining and delivering such policies forthwith, the Seller may at its option procure such insurance, and the premiums therefor with interest shall be repaid by Buyers.

4. To use reasonable diligence to control and keep down Johnson grass, White Horse nettles, bind weed and all other noxious weeds and not let the same mature to seed; and to keep all buildings, improvements, fences in as good a state of repair as the same now are, usual and ordinary wear and tear and damage by fire and elements excepted.

5. To permit Seller or its agent to enter upon the said premises at any or all reasonable hours for the purpose of observing whether or not Buyers are fully complying with all the provisions of this agreement.

The Buyers appoint the Seller irrevocably their attorney in fact to vote their shares in Adaman Mutual Water Company at all stockholders meetings until the purchase price for said land shall have been fully paid.

It is mutually agreed:

1. No transfer or assignment of any rights hereunder or of shares of stock in Adaman Mutual Water Company owned by Buyers shall be made without Seller's written consent first obtained, until the following events shall have concurred: (1)years from the date hereof have elapsed, and (2) Buyers shall have paid.....% of the aforesaid principal sum.

2. Time is of the essence of this agreement and in the event the Buyers shall fail to make any of the payments herein agreed to be made when same shall become due and payable, or in the event the Buyers shall fail to comply with any of the terms hereof, then the Seller may, at its option, enforce its rights hereunder either by the forfeiture of all rights of the Buyers under this agreement and all interest of the Buyers in the land described herein, or by a civil action for specific performance or for the recovery of the purchase price.

3. In the event Seller elects to enforce the forfeiture provisions herein, it may declare such forfeiture by serving upon the Buyers, by mail addressed to them at Litchfield Park, Arizona, or in person, a written declaration of forfeiture. Should the Buyers fail to eliminate all delinquencies and be free from any default, according to the terms of this agreement, before the expiration of ten days from the date of said declaration, all rights, estates and interest hereby created or then existing in favor

of the Buyers or any person claiming under or through them shall utterly cease, terminate and become null and void, and the right of possession and all equitable and legal interests in the premises described herein, and all shares of stock of Adaman Mutual Water Company owned by the Buyers and appurtenant to said land, together with all sums of money theretofore paid by Buyers, shall revert to, revest in, and become the sole property of Seller.

In witness whereof the said Goodyear Farms, the corporate Seller above named, has hereunto caused its corporate name to be signed by its President and its corporate seal to be affixed, and attested by its Assistant Secretary, in triplicate originals, thereunto duly authorized, and the said Buyers have hereunto subscribed their names, all on the day and year first above written.

GOODYEAR FARMS,

By.....,
President,
Seller.

Attest:

.....,
Secretary.

.....,
.....,
Buyers.

State of Arizona,
County of Maricopa—ss.

On this, the.....day of....., 19.....,
before me, the undersigned officer, personally ap-
peared....., who acknowledged
himself to be the President of Goodyear Farms, an
Arizona Corporation, that he as such officer, being
authorized so to do, executed the foregoing instru-
ment for the purposes therein contained, by sign-
ing the name of the corporation by himself as Pres-
ident.

In witness whereof I hereunto set my hand and
official seal.

.....,

Notary Public.

My commission expires.....

State of Arizona,
County of Maricopa—ss.

On this the.....day of....., 19.....,
before me, the undersigned officer, personally ap-
peared and
....., known to me to be the
persons whose names are subscribed to the within
instrument and that they executed the same for
the purpose therein contained.

In witness whereof I hereunto set my hand and
official seal.

.....,

Notary Public.

My commission expires.....

EXHIBIT 6

Agricultural Lease

To

.....

This Lease made.....day of.....
....., 195....., between Goodyear Farms, a
corporation, Lessor, and.....
.....,
Lessee:

Witnesseth:

I.

In consideration of the payment by Lessee of
the rent herein reserved and the performance of
and abiding his covenants herein contained, Lessor
leases to Lessee:

(a) The.....of Section....., Town-
ship....., Range....., Gila and Salt
River Base and Meridian, containing.....
acres, more or less; and

Together with all the privileges and appurte-
nances thereunto pertaining including such water
for irrigation, stock watering and domestic uses, as
the land described in sub-paragraph (a) of this
Paragraph may be entitled to receive and bene-
ficially use by virtue of such land being within and
a part of the Adaman Reclamation Project and
in accordance with the articles of incorporation, the
by-laws and the rules and regulations of Adaman
Mutual Water Company, a corporation.

To have and to hold unto the Lessee said premises and appurtenances for the term beginning, 195....., and ending.....
, 195....., unless this lease be sooner terminated as herein provided.

II.

In consideration of this lease, Lessee covenants:

1. To pay (a) To Lessor at its office at Litchfield Park, Arizona \$......as rental for the premises described in sub-paragraph (a) of Paragraph I in the following installments:

\$..... on, 195....., \$...... on
 195....., and \$...... on
, 195.....

2. To pay (b) to Adaman Mutual Water Company, as they become due, all charges it may make for water furnished for irrigation, stock watering and domestic use on the land described in sub-paragraph (a) of Paragraph I.

Should Lessee fail to so pay said water charges as above provided, Lessor, without notice, may (a) terminate this lease or (b) pay said charges for account of Lessee and add such payments to the rent agreed to be paid by Lessee as provided in sub-paragraph 1 of this Paragraph and charge interest on such payments at $5\frac{1}{2}\%$ per annum from date of payment.

3. To properly irrigate and care for all trees that may be planted on the leased premises, and

keep said premises in a reasonable neat, attractive and orderly condition.

4. He will at all times during the term of this lease, farm said premises in first-class husband-like manner, using reasonable diligence to control and keep down Johnson grass, White Horse Nettles, Bind Weed and all other noxious weeds on the leased premises and along the ditches and fences thereon and the roadways adjacent thereto and not let the same mature seed; and to use reasonable efforts to prevent and control grasshopper infestation of said premises.

Should Lessee fail to perform his obligations contained in this sub-paragraph of this Paragraph to the satisfaction of Lessor, the latter, at the expense of Lessee, may perform such work and labor as in its judgment may be necessary to carry into effect such of the Lessee's said covenants and obligations with respect to which he may be in default, and Lessee agrees to pay the Lessor, upon demand, any expense so incurred.

5. To permit Lessor or its agents to enter upon the leased premises at any or all reasonable hours for any lawful purpose not inconsistent with Lessee's use and occupancy under this lease.

6. Not to assign this lease or sublet any part of the leased premises without the written consent of Lessor.

7. Upon the expiration or sooner termination of this lease, to surrender to Lessor peaceable possession of leased premises.

8. To at all times during the term of this lease keep all buildings, fences, irrigation ditches and all improvements now or hereafter placed on the premises, in as good a state of repair as when possession thereof is received by the Lessee, usual and ordinary wear and tear and damage by fire and elements excepted.

9. Not to commit waste upon or damage to the leased property or the improvements thereon or permit others to do so.

III.

In case of default of the Lessee in the performance of any of his obligations hereunder, the Lessor may, without notice to the Lessee, terminate this lease and immediately take possession of the leased premises; and such cancellation and re-entry shall not have the effect of releasing the Lessee from any of his obligations or covenants hereunder.

In witness whereof, the Lessor and Lessee have executed this lease in triplicate the day and year first above written.

GOODYEAR FARMS,

By.....,
Its Vice President.

.....,
.....,
Lessee.

Attest:

.....,
Secretary.

EXHIBIT 7

Articles of Incorporation of
Adaman Mutual Water Company

Know All Men by These Presents:

That we, A. H. Zieske, Kenneth B. McMicken, W. N. Kring, H. R. Hunt, and George Reismann, whose names are hereunto subscribed, have associated ourselves for the purpose of becoming incorporated under the laws of Arizona and to that end do hereby make, adopt, execute and acknowledge these articles of incorporation.

Article I.

The names, residences and post office addresses of the incorporators are:

Name: A. H. Zieske:

Residence: Litchfield Park, Ariz.

Post office address: Litchfield Park, Ariz.

Name: Kenneth B. McMicken:

Residence: Litchfield Park, Ariz.

Post office address: Litchfield Park, Ariz.

Name: W. N. Kring:

Residence: Litchfield Park, Ariz.

Post office address: Litchfield Park, Ariz.

Name: H. R. Hunt:

Residence: Litchfield Park, Ariz.

Post office address: Litchfield Park, Ariz.

Name: George Reismann:

Residence: Litchfield Park, Ariz.

Post office address: Litchfield Park, Ariz.

Article II.

The name of this corporation is Adaman Mutual Water Company and its principal place of business shall be in and adjacent to Litchfield Park, Maricopa County, State of Arizona, but it may have branch offices and do business and its board of directors may meet for the transaction of business at such other places within or without the State of Arizona as may be found necessary or convenient for the conduct of the business of the corporation.

Article III.

The general nature of the business proposed to be transacted and carried on by this corporation is as follows:

1. To acquire water rights by purchase or appropriation; to purchase or otherwise provide a system of water works for the irrigation of the East Half of Sections 1, 12, and 13; Township 2 North; Range 2 West of the Gila and Salt River Base and Meridian; and Sections 6, 7 and 18; Township 2 North; Range 1 West of the Gila and Salt River Base and Meridian in Maricopa County, Arizona, containing 2880 acres more or less, and for domestic use of the owners of said land; said land shall be known as the Adaman Reclamation Project, and is hereinafter called the "Project."

Said corporation shall be a non-profit one and not be deemed a common carrier or public service corporation but shall be operated solely and ex-

clusively for the benefit of its stockholders. No person not owning or having a contract to purchase land in the Project may be a stockholder in this Corporation.

2. To hold real estate either in fee or by leasehold to the extent reasonably necessary for its business; to issue bonds in any amount authorized by law to secure funds for corporate purposes and to secure the payment thereof by mortgage or deed of trust upon the whole or any part of the real or personal property of the corporation; to borrow money and execute and issue notes therefor or other evidence thereof.

3. To do any and all things incident to the things herein set forth to the same extent as natural persons might or could do.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Corporation and its enjoyment and exercise thereof as conferred by the laws of the State of Arizona.

Article IV.

The amount of the authorized capital stock of this corporation shall be three thousand shares of no par value and it shall be issued for such consideration in cash, property or services as the Board of Directors may from time to time determine, payable prior to the issuance of certificates therefor.

Article V.

Each owner of land in the Project, as hereinabove described, shall have the right to subscribe in writing for a number of shares in this corporation equal to the number of acres owned by him or of which he may be in possession under contract of purchase and by his subscription for said stock he shall be deemed to have consented to and agreed to abide by all the terms and provisions of these articles of incorporation, and the by-laws and rules and regulations of the corporation duly adopted by its directors or stockholders.

The corporation shall keep a record of the ownership of land in the Project and of persons in possession of land therein under contract of purchase.

Each share of stock shall entitle its holder to his prorata share of all the waters of this corporation for the irrigation of his land and for domestic use thereon to the extent reasonably necessary therefor but not exceeding four-acre feet of water per acre per year to be delivered in accordance with rules and regulations to be adopted by the board of directors of this corporation.

The board of directors, in its discretion, may deliver to any stockholder additional water at such charges, in addition to assessments, as it may fix.

The subscriptions for stock shall set forth a description of the land owned or held under contract of purchase by the subscriber upon which the water represented by said stock shall be used and to which

lands said water shall become, be and remain appurtenant.

Each share of stock and the land to which it is appurtenant shall be subject to prorata assessments for capital investment of the corporation, for its operation, upkeep, maintenance and the improvements of its water works and property in accordance with rules and regulations to be adopted by the board of directors. The assessments so made shall be a lien upon said stock and upon the land to which it and the water represented thereby is appurtenant.

The payment of assessments may be enforced in such manner as the board of directors from time to time may determine, including either public or private sale of the subscriber's interest in said stock or the land to which it may be appurtenant when any assessment has been made and not paid within thirty days after notice thereof to the stockholder or by the withholding of the delivery of water to the one delinquent.

No assessment shall be made upon or against any stock that is appurtenant to land which has never been in cultivation until such time as said land is brought into cultivation; but before such land shall be entitled to receive water the owner thereof shall make such contribution as the board of directors may deem fair and just to the corporation's capital investment account in order that such owner shall obtain no inequitable advantage over other owners

of land in the Project who have paid assessments for the capital investment of the corporation.

The corporation shall at no time accept subscriptions for shares of stock exceeding the number of acres of land in the Project.

Article VI.

The time of the commencement of this corporation shall be the date of the filing of these articles of incorporation in the office of the Arizona Corporation Commission and the recordation of a certified copy thereof in the office of the County Recorder of Maricopa County, Arizona, and it shall terminate twenty-five years thereafter unless it be renewed in the maner provided by law.

Article VII.

The affairs of this corporation shall be conducted by a board of not less than five nor more than seven directors. The directors shall be elected at the annual meeting of the stockholders which shall be held on the Tuesday after the first Monday in January of each year and they shall serve until their successors are elected and qualified; the following named persons shall constitute the board of directors until their successors are elected and qualified.

A. H. Zieske,
Kenneth B. McMicken,
W. N. Kring,
H. R. Hunt,
George Reismann.

The board shall have the power at any meeting at which a quorum shall be present to elect additional directors but the board shall never consist of more than seven directors; the board shall have the power to fill any vacancies occurring in that number and shall have full power to adopt, alter and amend such prudential bylaws as they may deem proper and to make all rules and regulations expedient for the management of the affairs of the corporation.

The directors need not be stockholders of the corporation nor owners of land in the Project provided they are officers or employees of corporations owning land in the Project.

Article VIII.

The officers of this corporation shall be a president, a vice-president, a secretary and a treasurer, and such other officers as the board of directors may designate. The officers shall be elected by the board of directors immediately after each annual meeting of stockholders, and shall hold office for one year, or until their successors are elected and qualified. Until the first annual meeting the board of directors herein named shall elect the officers of the corporation. The offices of secretary and treasurer may be held by one and the same person if so ordered by the directors.

Article IX.

The highest amount of indebtedness or liability direct or contingent to which this corporation is at any time to subject itself is \$200,000.

Article X.

The private property of the stockholders of this corporation shall be forever exempt from corporate debts.

Article XI.

This corporation does hereby appoint Kenneth B. McMicken of Litchfield Park, Arizona, who has been a bona fide resident of Arizona for at least three years, its lawful agent in and for the State of Arizona for and on behalf of said corporation to accept and acknowledge service of and upon whom may be served all necessary process in any action, suit or proceeding that may be had or brought against said corporation in any court of the State of Arizona.

In Witness Whereof we have hereunto set our hands this 22nd day of Nov., 1943.

A. H. ZIESKE,

KENNETH B. McMICKEN,

W. N. KRING,

H. R. HUNT,

GEORGE REISMANN.

State of Arizona,
County of Maricopa—ss.

The foregoing instrument was acknowledged before me this 20th day of Nov., 1943, by A. H. Zieske,

Kenneth B. McMicken, W. N. Kring, H. R. Hunt
and George Reismann.

[Seal] /s/ W. C. ADAMS,
Notary Public.

My commission expires March 7, 1947.

Endorsement

Arizona Corporation Commission
Incorporating Division

Filed: Nov. 23, 1943, at 11:00 a.m. at the request
of James R. Moore, whose address is 519 Title &
Trust Bldg., Phoenix, Arizona.

G. V. HAYS,
Secretary;

By HELEN PETERS.

(Docket 792, Page 33.)

(Copy)

Amendment to Articles of Incorporation of
Adaman Mutual Water Company

This is to certify that at a special meeting of the
stockholders of the Adaman Mutual Water Com-
pany, a corporation organized and existing under

the laws of the State of Arizona, held at the office of the corporation at Litchfield Park, Arizona, on the 19th day of July, 1951, upon more than thirty days' notice in writing of the proposed meeting, giving the time, place and purpose of said meeting, having been sent to all stockholders, and at which said meeting more than a majority of all stockholders of the corporation owning and representing more than a majority of its issued and outstanding stock, were present in person or by proxy, and by the affirmative votes adopted a resolution authorizing the amendment of Article IV of the Articles of Incorporation of the Adaman Mutual Water Company to read as follows:

“IV.

“The amount of the authorized capital stock of this Corporation shall be (4,500) forty-five hundred shares of no par value and it shall be issued for such consideration in cash, property or service as the Board of Directors may from time to time determine, payable prior to the issuance of certificates therefor.”

And authorizing the amendment of Article IX of the Articles of Incorporation of said corporation to read as follows:

“IX.

“The highest amount of indebtedness or liability, direct or contingent to which this Corporation is at any time to subject itself is \$300,000.00.”

In Witness Whereof the Adaman Mutual Water Company has caused this certificate to be executed and acknowledged by its President and its corporate seal to be affixed and attested by its Secretary on the 6th day of August, 1951.

(Docket 792, Page 34 (rp).)

/s/ A. H. ZIESKE,
President.

Attest:

/s/ W. N. KRING,
Secretary.

State of Arizona,
County of Maricopa—ss.

On this 6th day of August, 1951, before me, the undersigned officer, personally appeared A. H. Zieske, who acknowledged himself to be the President of Adaman Mutual Water Company, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof I have hereunto set my hand and official seal.

/s/ W. C. ADAMS,
Notary Public.

My Commission Expires March 7, 1955.

Arizona Corporation Commission
Incorporating Division

Filed: August 13, 1951, at 11:55 a.m. at request of Moore & Romley, whose address is 519 Title & Trust Bldg., Phoenix, Arizona.

MEL D. MICHAEL,
Secretary;

By E. HABEICH.

EXHIBIT 8

(Copy)

Bylaws of the Adaman Mutual Water Company
(Adopted November 26, 1943)

Article I.

Section 1. The territory within which the lands to be irrigated are situated shall be known as the Adaman Reclamation Project, hereinafter called the Project, and include the lands in such Project as are described in the Articles of Incorporation.

Section 2. Only those who are owners of land, or hold contracts to purchase land within the area of the Project as described in the Articles of Incorporation or within such extension thereof as may be duly made shall be qualified to own shares of this company. One share and no more shall be allotted for each acre of land or major fraction thereof owned or held under contract of purchase by the subscriber.

Section 3. Each share and the holder thereof shall be subject to the conditions of the form of stock subscription and contract herein prescribed, and shall execute such form for the stock subscribed by him, and no subscriptions for stock shall be taken or stock issued unless the applicant shall have executed said form of stock subscription and contract, which shall be signed, executed, and acknowledged by the applicant in the same manner as required for the execution and acknowledgment of deeds of conveyance of real property. Said form of stock subscription and contract shall be as follows:

“Stock Subscription and Contract”

Know All Men by These Presents:

That I,, an unmarried man,
(Or)

We, and,
husband and wife, subscribe for and agree to take
..... shares of stock of Adaman Mutual Water
Company, an Arizona non-profit corporation, hereinafter called the Company, and in conformity with the Articles of Incorporation and the bylaws of said company, now existing or as may be hereafter adopted or amended, and to pay \$1.00 per share therefor, as called by the Board of Directors of said Company, and in consideration of the benefits we receive therefrom covenant and agree as follows:

(1) Said shares of stock and all water rights and interests represented thereby or existing or ac-

cruing therefrom by reason thereof under the Articles of Incorporation or bylaws of said Company or incident thereto, are to be inseparately appurtenant to the following-described real estate, located in Maricopa County, Arizona, viz.:

(2) Ownership of said shares shall entitle the owner thereof to his prorata share of all the water developed or owned by the Company for the irrigation in the Adaman Reclamation Project, as described in Company's Articles of Incorporation, including the above-described lands and for domestic use thereon not exceeding four acre feet per acre year, and further not exceeding the amount of water reasonably necessary for said uses.

(3) It is agreed and understood that the records of the Company, as well as the certificate or other evidence of ownership of the shares of stock in the Company, when issued, shall contain a description of the lands to be irrigated, as above described, and to which the aforesaid rights and shares shall be perpetually appurtenant; and all rights, whatever their source or whatever their manner of acquisition, to the use of water for irrigation of said lands, shall hereafter be forever inseparably appurtenant thereto, together with the said shares of stock and all rights and interests represented thereby or existing or accruing by reason thereof, unless such rights shall become forfeited under the provisions of this contract, or by the bylaws of this Company, or by operation of law; or by the voluntary aban-

donment thereof by deed, grant, or other instrument, or by non-user for the term prescribed by law; but no such abandonment shall be for the benefit of any person designated by the undersigned or his successor, directly or indirectly, or to his use, nor confer any right whatsoever upon the holder of any grant, release, waiver, or declaration of abandonment of any kind.

(4) Every transfer of the title to said lands to which said rights and shares are appurtenant, whether by grant or operation of law (except where the land may be subjected by grant, or involuntarily under any law, to an easement, the exercise of which does not interfere with the cultivation of soil by the servient owner) shall operate, whether it be so expressed therein or not, as a transfer to the grantee or successor in title of all rights to the use of water for the irrigation of said lands, also all rights arising from or incident to the ownership of such shares, as well as the shares themselves, and upon presentation to this Company of proof of any such transfer of land the proper officer shall transfer such shares of stock upon its books to the successor in title to said lands.

(5) Any transfer or attempted transfer of any of the above shares of this company made or suffered by the owner thereof, unless simultaneously a transfer of the land to which they are appurtenant is made or suffered to or in favor of the same party, shall be of no force or effect for any purpose, and shall confer no rights of any kind whatso-

ever on the person or persons to whom such transfer may have been attempted to be made.

(6) Assessments upon said shares and the land to which they are appurtenant may be made from time to time as required for the operation, maintenance, repair, renewal, replacement, improvement, enlargement, or extension of the works owned, controlled, or to be maintained by the Company, and for the construction, acquisition, or control of any works, property, or rights required in connection with the business of the Company and for the fulfillment of any obligation undertaken by it, or for the carrying out of any of its purposes.

The company shall make no assessment upon or against any stock that is appurtenant to land or upon land which has never been in cultivation until such time as said land is brought into cultivation; but before such land shall be entitled to receive water the owner thereof shall make such contribution as the board of directors may deem fair and just to the corporation's capital investment account in order that such owner shall obtain no inequitable advantage over other owners of land in the Project who have paid assessments for the capital investment of the corporation.

(7) Assessments and the subscription price of said shares shall become due from time to time, as they are called or made and levied by the board of directors and be a lien on said lands and shares of stock of the undersigned and his transferee, and all rights and interests represented by said shares.

The payments due for the purchase of said stock and the calls and assessments thereon made by the Company shall be a lien upon the above-described lands and said shares and said lien may be enforced by the Company by a foreclosure and sale of said stock and lands or so much thereof as may be necessary in the manner provided by law for the foreclosure of mortgages, and the purchasers at such sales shall be entitled to the benefit of all payments on account of the subscription price of said stock and to said land and the water rights appurtenant thereto under and by virtue of said stock and shall take said lands and said stock subject to the obligations and conditions herein provided, including the balance unpaid on the purchase of said stock and said assessments; the balance due on subscription price of said stock together with any assessments levied thereon may also be enforced by the withholding of the delivery of water for the irrigation of the above-described land and for domestic use thereon which but for such defaults the undersigned would be entitled to receive for such uses.

(8) The undersigned further grant to the Adaman Mutual Water Company over the lands described herein as may be required in connection with the works at any time owned or controlled or undertaken by the Company for the use and benefit of its stockholders, the necessary rights of way for the construction, operation and maintenance of wells, canals, pipelines, telephone and electrical

transmission lines, drains, dykes and other works for the irrigation, drainage or reclamation of lands in the project, together with the right of ingress and egress thereto and therefrom.

(9) The undersigned furthermore agree to be bound by all the terms, conditions, limitations, and provisions contained in the articles of incorporation and bylaws of said company, including all amendments thereto now existing or which may hereafter be duly adopted.

(10) It is understood and agreed that no stock certificate representing the shares herein subscribed for shall be physically delivered to the undersigned, and that said certificate shall be physically held by the company for the use and benefit of the undersigned and the persons to whom the land to which such shares are made appurtenant may be transferred.

(11) When the masculine or singular is herein used, it may be read and held to mean the feminine or plural as the case may be so as to correspond with the context of this stock subscription and contract.

In Witness Whereof, I have hereunto set my hand and seal this day of, 19....

.....

The above subscription and contract was accepted and approved by the Adaman Mutual Water Com-

pany at a meeting of its Board of Directors held on the day of, 19...

ADAMAN MUTUAL WATER
COMPANY,

By,
President.

Attest:

.,
Secretary.

The foregoing stock subscription and contract shall become binding upon the Company only when approved and executed in its name by its President and its seal thereunto attached and affixed by its secretary and thereupon it shall be a binding contract between the Company and the subscriber.

Section 4. Any shares of stock which may be forfeited under the provisions of the stock subscription and contract, as set forth in Section 3 of Article I of the bylaws, shall at once be canceled and shall not, under any circumstances, be renewed, revived, or reissued. Other stock in lieu thereof up to the limit of the total number of shares authorized by the articles of incorporation may be subscribed for and issued, subject to all the conditions of these bylaws and the articles of incorporation.

Section 5. The amount of water to be delivered to such owner during any irrigation season shall be that proportionate part of all the water available for distribution by the company during that season as the number of shares owned by him shall bear

to the whole number of valid and subsisting shares then outstanding, not exceeding four acre feet per acre per year and reasonably necessary for the irrigation of said lands and for domestic use thereon, such water to be delivered to and upon said lands at such times during that season as may be needed for the proper irrigation thereof.

Section 6. The records of the company, and each and every certificate or other evidence of ownership of the shares of stock in the company, when issued, shall contain a description of the lands to be irrigated, and to which the aforesaid rights and shares shall be perpetually appurtenant; and all rights to the use of water for the irrigation of said lands, whatever their source, or whatever their manner of acquisition, shall be forever inseparably appurtenant thereto, together with the said shares of stock, and all rights and interest represented thereby or existing or accruing by reason thereof, unless such rights shall become forfeited under the provisions of these bylaws, or by operation of law, or by the voluntary abandonment thereof by deed, grant, or other instrument, or by non-user for the term prescribed by law; but no such abandonment shall be for the benefit of any person designated by such shareholder, directly or indirectly, or to his use, nor confer any right whatsoever upon the holder of any grant, release, waiver, or declaration of abandonment of any kind; provided, however, that if for any reason it should at any time become impracticable to beneficially use water for the irrigation

of the land to which the right to the use of the water is appurtenant, the said right may be severed from said land and simultaneously transferred and attached to other lands to which shares of stock in this company are or shall thereby be made appurtenant, if a request for leave to transfer, showing the necessity therefor, shall have first been allowed and approved by the Board of Directors.

Section 7. Revenues necessary for the accomplishment of the purposes of this association shall be raised by call or assessment, from time to time as required, upon and against the shareholders.

Section 8. The Board of Directors shall have power to make and enforce necessary bylaws for fixing and enforcing the lien on the lands of the shareholders, and for making, levying, collecting, and enforcing of all assessments.

Article II.

Section 1. Fiscal and Irrigation Years. The company's fiscal and irrigation years shall run concurrently with the calendar year.

Section 2. Annual Budget and Assessments. On or before the 1st day of December of each year, beginning with the year 1943, the Board of Directors shall make a budget for the ensuing fiscal year in which shall be estimated and itemized the various items of expenditure for the ensuing fiscal year and shall levy a prorata assessment upon each share of the assessable stock of the company and fix the dates and amounts upon which said assessments

shall be paid. The total of the assessments shall equal the company's estimated financial requirements for the ensuing fiscal year plus such additional amount as the Board of Directors may deem prudent to make against any anticipated or probable defaults in the payment by the shareholders of their installments of said assessments when due.

A copy of said budget together with a notice of the amount of assessments for the ensuing fiscal year and the dates of payment of installments thereof shall be mailed to each shareholder prior to the first of the ensuing fiscal year.

Article III.

Corporate Seal. This corporation shall have an official seal consisting of a circle having on the circumference thereof, "Adaman Mutual Water Company," and in the center, "Incorporated, 1943, Arizona," an impression of which is hereto affixed.

Article IV.

Section 1. Election of Officers. Immediately after their election the directors shall meet and organize and elect officers as provided in the Articles of Incorporation.

Section 2. Regular Meetings of Board of Directors. Regular meetings of the Board of Directors shall be held quarterly on the first Tuesday following the first Monday in September, December, March and June of each year at 2:30 o'clock p.m. at the principal office of the corporation unless such Tuesday falls on a holiday, in which event the meet-

ing shall be held on the next day at the same hour in the same place. No notice of regular meetings need be given.

Section 3. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by the President whenever he deems it expedient and shall be called by him when requested in writing so to do by a majority of the Board of Directors. It shall be the duty of the Secretary to give notice of the time and place of special meetings of the Board by causing a written notice thereof to be mailed to each Director at his post office address as the same appears on the records of the company at least three days prior to such special meeting or by giving notice personally or by telephone or telegraph to any Director when convenient so to do at least two days prior to such meeting.

Section 4. Quorum. At any meeting of the Board a majority of the Directors shall constitute quorum.

Article V.

Section 1. President. The president shall preside at all meetings of stockholders and directors. He shall sign all certificates of stock and conveyances of real estate, and any other instruments affecting the real estate of the corporation or requiring his signature. He shall countersign all checks drawn against the funds of the corporation. He shall have all the powers and perform all the duties usually incident to the office of president of

a corporation, and shall have such other powers and duties as may be from time to time vested in or assigned to him by the Board of Directors.

Section 2. Vice-President. The Vice-President shall have all the powers and perform all the duties of the president in case of the president's absence or inability to act.

Section 3. Secretary. The secretary shall keep minutes of all meetings of the board of directors and stockholders. Jointly with the president, he shall sign all certificates of stock of the corporation. He shall be the custodian of the company's seal, and shall affix it to all proper instrument. He shall give or cause to be given notices of all meetings of stockholders of the company and of the board of directors. He shall have charge of the stock certificate books, transfer book and stock ledgers, and shall in general perform all the duties incidental to the office of secretary, and such other duties as may be assigned to him by the president or the board of directors.

Section 4. Treasurer. The treasurer shall have custody of all the funds and securities of the corporation; he shall sign all checks and deposit the funds of the corporation to its credit in such bank or banks as the board of directors may designate. Regular books and accounts shall be kept under his direction and supervision, and he shall render statements of such accounts to the president, directors and stockholders when so requested. He shall perform such other duties as may be incident to his

office or that may be assigned to him by the president or the board of directors. He shall give bond, when requested by the board of directors, in such amount and with such surety as they may approve.

Section 5. Assistant Secretary. The board of directors may appoint an assistant secretary, who shall have such powers and perform such duties as may be assigned to him by the board of directors.

Section 6. Assistant Treasurer. The board of directors may appoint an assistant treasurer who shall have such powers and perform such duties as may be assigned to him by the board of directors.

Section 7. Combination of Offices. The offices of secretary and treasurer may be held by one and the same person. The offices of assistant secretary and assistant treasurer may be held by one and the same person.

Article VI.

Section 1. Stock Certificates. Certificates of stock of this corporation shall be in such form as shall be approved by the Board of Directors and shall contain a description of the land to which the water represented by said stock for irrigation and domestic purposes is made appurtenant by the terms of the form of shareholder's "Subscription and Contract" set out in Section 3 of Article I of these bylaws and said certificates shall on their face contain a recital that they are subject to assessments and all provisions of the Articles of Incorporation and these bylaws pertaining to the company's shares of stock.

Section 2. Delivery of Certificates. No certificate for shares of stock of this corporation shall be physically delivered to the shareholder but the Secretary shall hold the same among the records of the corporation for the use and benefit of the shareholder and shall keep a register of all shares issued together with a description of the land to which they and the water represented by them are made appurtenant pursuant to the Articles of Incorporation and these bylaws.

RALPH HUNT,
K. B. McMICKEN,
GEORGE REISMANN,
A. H. ZIESKE,
W. N. KRING,
Directors.

On a motion duly made, seconded and unanimously carried, the following form of stock certificate was adopted:

Incorporated Under the Laws of Arizona
Number: Shares

Adaman Mutual Water Company

Capital Stock 3,000 Shares of No Par Value

This Certifies That, is the owner of shares of stock of no par value of Adaman Mutual Water Company, an Arizona corporation, transferrable only on the books of this corporation, pursuant to the Articles of Incorporation and the corporation's bylaws, and that each

share of stock shall entitle the owner thereof to his proportionate share of all the waters of said corporation not exceeding four acre feet per acre per irrigation year for irrigation and domestic uses on the following-described land located in Maricopa County, Arizona:

to which said land said shares, and the water thereby represented shall be inseparably and perpetually appurtenant as provided in the company's Articles of Incorporation, its bylaws and said stock subscription and contract dated, 194...

The shares represented by this certificate are subject to assessment in the manner provided by the company's Articles of Incorporation, its bylaws and said stock subscription and contract and to all the terms and conditions of each thereof.

In Witness Whereof this corporation has caused this certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this day of, 19...

[Seal]
President.

Attest:
.....
Secretary.

The following resolution was unanimously adopted:

Resolved, That the President of the Company is authorized and directed to negotiate a con-

tract with Goodyear Farms for the purchase of all irrigation and drainage facilities heretofore used in irrigation of the lands included within the Adaman reclamation project, and submit for the approval of the directors of this Company draft contract providing for such purchase.

There being no further business, the Board upon motion adjourned.

W. N. KRING,
Secretary.

Approved:

RALPH HUNT,
GEORGE REISMANN,
K. B. McMICKEN,
A. H. ZIESKE,
W. N. KRING.

EXHIBIT 9

(Copy)

Adaman Mutual Water Company
Stock Subscription and Contract

Know All Men by These Presents:

That we, and,
subscribe for and agree to take shares
of stock of Adaman Mutual Water Company, an

Arizona non-profit corporation, hereinafter called the Company, and in conformity with the Articles of Incorporation and the bylaws of said Company, now existing or as may be hereafter adopted or amended, and to pay per share therefor, as called by the Board of Directors of said Company, and in consideration of the benefits we receive therefrom covenant and agree as follows:

(1) Said shares of stock and all water rights and interests represented thereby or existing or accruing therefrom by reason thereof under the Articles of Incorporation or bylaws of said Company or incident thereto, are to be inseparably appurtenant to the following-described real estate, located in Maricopa County, Arizona, viz.:

(2) Ownership of said shares shall entitle the owner thereof to his prorated share of all the water developed or owned by the Company for the irrigation in the Adaman Reclamation Project, as described in Company's Articles of Incorporation, including the above-described lands and for domestic use thereon not exceeding four acre feet per acre year, and further not exceeding the amount of water reasonably necessary for said use.

(3) It is agreed and understood that the records of the company, as well as the certificates or other evidence of ownership of the shares of stock in the Company, when issued, shall contain a description of the lands to be irrigated, as above described, and to which the aforesaid rights and shares shall be

perpetually appurtenant; and all rights, whatever their source or whatever their manner of acquisition, to the use of water for irrigation of said lands, shall hereafter be forever inseparably appurtenant thereto, together with the said shares of stock and all rights and interests represented thereby or existing or accruing by reason thereof, unless such rights shall become forfeited under the provisions of this contract, or by the bylaws of this Company, or by operation of law; or by the voluntary abandonment thereof by deed, grant, or other instrument, or by non-user for the term prescribed by law; but no such abandonment shall be for the benefit of any person designated by the undersigned or his successor, directly or indirectly, or to his use, nor convey any right whatsoever upon the holder of any grant, release, waiver, or declaration or abandonment of any kind.

(4) Every transfer of the title to said lands to which said rights and shares are appurtenant, whether by grant or operation of law (except where the land may be subjected by grant, or involuntarily under any law, to an easement, the exercise of which does not interfere with the cultivation of soil by the servient owner) shall operate, whether it be so expressed therein or not, as a transfer to the grantee or successor in title of all rights to the use of water for the irrigation of said lands, also all rights arising from or incident to the ownership of such shares, as well as the shares themselves, and upon presentation to the Company of proof of any such

transfer of land the proper officer shall transfer such shares of stock upon its books to the successors in title to said lands.

(5) Any transfer or attempted transfer of any of the above shares of this company made or suffered by the owner thereof, unless simultaneously a transfer of the land to which they are appurtenant is made or suffered to or in favor of the same party, shall be of no force or effect for any purpose, and shall confer no rights of any kind whatsoever on the person or persons to whom such transfer may have been attempted to be made.

(6) Assessments may be made from time to time as required for the operation, maintenance, repair, renewal, replacement, improvement, enlargement, or extension of the works owned, controlled, or to be maintained by the Company, and for the construction, acquisition, or control of any works, property, or rights required in connection with the business of the Company and for the fulfillment of any obligation undertaken by it, or for the carrying out of any of its purposes.

The Company shall make no assessment upon or against any stock that is appurtenant to land which has never been in cultivation until such time as said land is brought into cultivation; but before such land shall be entitled to receive water the owner thereof shall make such contribution as the Board of Directors may deem fair and just to the Corporation's capital investment account in order

that such owner shall obtain no inequitable advantage over other owners of land in the Project who have paid assessments for the capital investment of the corporation.

(7) Assessments and the subscription price of said shares shall become due from time to time, as they are called or made and levied by the Board of Directors and be a lien on said lands and shares of stock of the undersigned and his transferee, and all rights and interests represented by said shares.

The payments due for the purchase of said stock and the calls and assessments thereon made by the Company shall be a lien upon the above-described lands and said shares and said lien may be enforced by the Company for a foreclosure and sale of said stock and lands or so much thereof as may be necessary in the manner provided by law for the foreclosure of mortgages, and the purchasers at such sales shall be entitled to the benefit of all payments on account of the subscription price of said stock and to said land and the water rights appurtenant thereto under and by virtue of said stock and shall take said lands and said stock subject to the obligations and conditions herein provided, including the balance unpaid on the purchase of said stock and said assessments; the balance due on subscription price of said stock together with any assessments levied thereon may also be enforced by the withholding of the delivery of water for the irrigation of the above-described land and for domestic use thereon which but for

such defaults the undersigned would be entitled to receive for such uses.

(8) The undersigned further grant to the Adaman Mutual Water Company over the lands described herein as may be required in connection with the works at any time owned or controlled or undertaken by the Company for the use and benefit of its stockholders, the necessary rights of way for the construction, operation and maintenance of wells, canals, pipelines, telephone and electrical transmission lines, drains, dykes and other works for the irrigation, drainage or reclamation of lands in the project, together with the right of ingress and egress thereto and therefrom.

(9) The undersigned furthermore agree to be bound by all the terms, conditions, limitations, and provisions contained in the Articles of Incorporation and bylaws of said Company, including all amendments thereto now existing or which may hereafter be duly adopted.

(10) It is understood and agreed that no stock certificate representing the shares herein subscribed for shall be physically delivered to the undersigned, and that said certificate shall be physically held by the Company for the use and benefit of the undersigned and the persons to whom the land to which such shares are made appurtenant may be transferred.

(11) When the masculine or singular is herein used, it may be read and held to mean the feminine

or plural as the case may be so as to correspond with the context of this stock subscription and contract.

In Witness Whereof, we have hereunto set our hands and seals this day of

.....

.....

State of Arizona,
County of Maricopa—ss.

This instrument was acknowledged before me this day of, by and

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

.....,

Notary Public.

My commission expires:

The above subscription and contract was accepted and approved by the Adaman Mutual Water Company at a meeting of its Board of Directors held on the day of

**ADAMAN MUTUAL WATER
COMPANY,**

By,
President.

Attest:

.....,

Secretary.

[Endorsed]: Filed July 24, 1954.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and John L. Roach and Bettie Jo Roach, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a declaration of taking and a complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force, and

Whereas, the defendants have contracted to purchase the following-described parcel of real estate by virtue of a certain agreement made and executed by Goodyear Farms, a corporation, Seller, and petitioners as Buyers, dated March 6, 1948, recorded March 8, 1948, in Docket 163, page 446, Records of Maricopa County, Arizona:

Tract No. 115

The South half of the Southeast quarter ($S\frac{1}{2}$ SE $\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Excepting all of that certain strip of land approximately 45 feet wide, designated as a

drainage ditch, and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 78.64 acres, more or less, including 3.94 acres, more or less, in Street.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421) the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas, John L. Roach and Bettie Jo Roach, husband and wife, were the contract purchasers of the above-described land as aforesaid.

Now, Therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Fifty-one Thousand Ten and No/100 (\$51,010.00) Dollars, inclusive of interest, is the just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, together with all improvements thereunto belonging, including crop damage and damage, if

any, to any remaining land owned by the defendants, subject only to such easements as may be or have been waived by plaintiff.

It is further stipulated and agreed by and between the above-named parties that the aforesaid sum shall be paid to John L. Roach and Bettie Jo Roach, husband and wife, and that from said sum there shall first be paid any and all liens, balance due on contract for purchase, taxes and encumbrances against said land, including adverse claims or claims by lessees.

The defendants, John L. Roach and Bettie Jo Roach, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of Commissioners or Jury for the determination of just compensation.

The above-named parties hereby agree to the entering of a judgment in conformity with this stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this stipulation.

Executed on the 7th day of April, 1954.

/s/ JOHN L. ROACH,

/s/ BETTIE JO ROACH,

Defendants.

UNITED STATES OF
AMERICA,

JACK D. H. HAYS,

United States Attorney;

/s/ EVERETT L. GORDON,

Assistant United States
Attorney.

[Endorsed]: Filed Aug. 16, 1954.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT 115

This cause coming on regularly to be heard before the Court upon the Stipulation between the defendants, John L. Roach and Bettie Jo Roach, husband and wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$50,-010.00 has been deposited in the Registry of this Court as estimated just compensation for the following-described real estate:

Tract No. 115

The South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch, and more particularly described

in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 78.64 acres, more or less, including 3.94 acres, more or less, in Street.

It Is Ordered, Adjudged and Decreed that the reasonable just compensation for the taking of the unencumbered fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, to the lands hereinabove described is the sum of \$50,010.00, inclusive of interest, and that title in fee simple to said lands is now vested in the United States of America, and is hereby confirmed and held to be in the United States of America.

It Is Further Ordered, Adjudged and Decreed that said sum having been paid to said defendants pursuant to orders entered herein on January 18, 1954; June 9, 1954, and June 22, 1954, that the award and judgment hereby rendered in favor of said defendants be, and the same is fully discharged, paid and satisfied.

Done in Open Court this 16th day of August, 1954.

/s/ JAMES A. WALSH,
Judge, United States District Court for the District of Arizona.

[Endorsed]: Filed Aug. 16, 1954.

[Title of District Court and Cause.]

MOTION

Comes Now Jack D. H. Hays, United States Attorney for the District of Arizona, and Everett L. Gordon, Assistant U. S. Attorney for said District, attorneys for the plaintiff, and move that the Judgment entered herein on August 16, 1954, be amended and represent to the Court as the basis for said motion the following:

Said Judgment entered on August 16, 1954, contained a typographical error in two places, in that the sum of \$50,010 appears therein as the sum deposited in the Registry of the Court as the estimated just compensation for the taking of Tract 115, and the sum of \$50,010 was ordered, adjudged and decreed to be the reasonable just compensation for the taking of said parcel; whereas the sum deposited is \$51,010 and the sum ordered adjudged and decreed to be the reasonable just compensation should be \$51,010.

JACK D. H. HAYS,

United States Attorney;

/s/ EVERETT L. GORDON,

Assistant U. S. Attorney.

[Endorsed]: Filed Sept. 1, 1954.

[Title of District Court and Cause.]

AMENDED JUDGMENT IN RE TRACT 115

This cause coming on regularly to be heard before the Court upon the Stipulation between the defendants, John L. Roach and Bettie Jo Roach, husband and wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$51,-010.00 has been deposited in the Registry of this Court as estimated just compensation for the following-described real estate:

Tract No. 115

The South half of the Southeast quarter ($S\frac{1}{2}$ $SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch, and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the Office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 78.64 acres, more or less, including 3.94 acres, more or less, in Street.

It Is Ordered, Adjudged and Decreed that the reasonable just compensation for the taking of the unencumbered fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, to the lands hereinabove described is the sum of \$51,010.00, inclusive of interest, and that title in fee simple to said lands is now vested in the United States of America, and is hereby confirmed and held to be in the United States of America.

It Is Further Ordered, Adjudged and Decreed that said sum having been paid to said defendants pursuant to orders entered herein on January 18, 1954; June 9, 1954, and June 22, 1954, that the award and judgment hereby rendered in favor of said defendants be, and the same is fully discharged, paid and satisfied.

Done in Open Court this 1st day of Sept., 1954.

/s/ JAMES A. WALSH,

Judge, United States District Court for the District of Arizona.

[Endorsed]: Filed Sept. 1, 1954.

[Title of District Court and Cause.]

OBJECTIONS TO MOTION OF ADAMAN
MUTUAL WATER COMPANY, A COR-
PORATION, AND ITS STOCKHOLDERS
TO INTERVENE

Now Comes the plaintiff, United States of America, by Jack D. H. Hays, United States Attorney

for the District, and Everett L. Gordon, Assistant United States Attorney for said District, and files objections to Adaman Mutual Water Company, a corporation, and its stockholders being allowed to intervene; which objections are as follows:

1. The parties seeking intervention have not alleged any of the essential grounds for intervention as set forth in Rule 24 of the Federal Rules of Civil Procedure for the United States District Courts.

2. The Court is without jurisdiction to give the relief sought because the parties seeking intervention are in effect attempting to make a counterclaim against the United States of America in that they seek a judgment compelling payment of just compensation for property not included in the Declaration of Taking.

3. Rule 71-A of the Federal Rules of Civil Procedure for the United States District Courts establishing procedure in condemnation of property in Section (e) thereof precludes any pleading other than Complaint and Answer thereto.

4. The allegation that intervention is the only procedure by and under which relief can be had is without merit.

JACK D. H. HAYS,
United States Attorney for
the District of Arizona;

/s/ EVERETT L. GORDON,
Assistant United States
Attorney.

Mailed copy of aforesaid Objections to Motion, together with Memorandum of Authorities in Support Thereof to: Snell & Wilmer, Mayer-Heard Building, Phoenix, Arizona, Attorneys for Parties Seeking Intervention this 1st day of December, 1954.

/s/ EVERETT L. GORDON,
Assistant United States
Attorney.

[Endorsed]: Filed Dec. 1, 1954.

[Title of District Court and Cause.]

MINUTE ENTRY OF
MONDAY, JANUARY 24, 1955

Honorable Dave W. Ling, United States District
Judge, Presiding.

Motion for Intervention of Adaman Mutual Water Co., et al., comes on regularly for hearing this day. Everett Gordon, Esq., Assistant United States Attorney, appears for the plaintiff. Mark Wilmer, Esq., and Edward Jacobson, Esq., are present for the Interveners. Said motion is now argued.

It Is Ordered that the record show Intervener is allowed 15 days to file Memorandum and Government 15 days to answer and that said motion shall thereupon stand submitted.

[Title of District Court and Cause.]

AMENDMENT TO COMPLAINT

Plaintiff hereby amends its complaint filed herein on November 27, 1953, in the following manner and in these particulars only:

1. Delete the legal description of Tract No. 117 on page 3 of Schedule "A" of said complaint, and insert in lieu thereof the following legal description for said Tract No. 117:

That portion of the South half of the Southwest quarter ($S\frac{1}{2}$ $SW\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, Maricopa County, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona;

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 28''$ West 541.18 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 736.60 feet, more or less, to the South line of said Section 7; thence along said South line South $89^{\circ} 54' 08''$ East 500.70 feet, more or less, to the point of beginning. Containing 3.11 acres,

more or less, including 0.74 acre, more or less, in streets.

2. Delete the legal description of Tract No. 118 on page 4 of Schedule "A" of said complaint, and insert in lieu thereof the following legal description for said Tract No. 118:

The East 812.06 feet of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$ $NW\frac{1}{4}$) of Section 18 (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian in the County of Maricopa, State of Arizona.

Containing 24.61 acres, more or less, including 1.59 acres, more or less in streets, reserving, however, an easement upon approximately .78 acre thereof (hereinafter described) to Adaman Mutual Water Company, an Arizona corporation, its successors and assigns, for an underground irrigation pipeline, in, on, over and across said .78 acre, together with the absolute right at all times of ingress and egress thereto, and the right to go upon said .78 acre with men and equipment in order to repair, replace, maintain and construct, and otherwise attend the said underground irrigation pipeline for which said easement is granted; a description of said .78 acre upon which said easement is granted is as follows:

A strip of land 20 feet in width lying 10 feet on each side of the following-described center line, basis of bearings being transverse Mercator Grid, Central Zone, Arizona.

Beginning at a point distant Westerly 510.23 feet along the North line of said Section 18, from the North quarter section corner of said section; thence South $42^{\circ} 48' 58''$ West 361.05 feet, more or less, to a point; thence Southeasterly along a line bearing South $47^{\circ} 11' 02''$ East, a distance of 968.70 feet, more or less, to a point in a line parallel to on the West 45 feet distant from the N-S Midsection line of said Section 18; thence southerly along said line bearing South $0^{\circ} 03' 12''$ East distance of 371.78 feet, more or less, to the South line of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}$ $NW\frac{1}{4}$) of said Section 18, the point of ending.

Containing 0.78 acres, more or less.

The purpose of this amendment being to increase the acreage of Tract No. 117 from approximately 2.76 acres to 3.11 acres, and to increase the acreage of Tract No. 118 from approximately 9.40 acres to 24.61 acres, pursuant to stipulations entered into by and between plaintiff and the parties interested in said Tracts.

JACK D. H. HAYS,

United States Attorney, for
the District of Arizona;

/s/ EVERETT L. GORDON,

Assistant United States
Attorney.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

STIPULATION

It Is Hereby Stipulated and Agreed by and between the United States of America, hereinafter called the plaintiff, and Goodyear Farms, a corporation, and Ralph Ashby and Grace Ashby, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a Declaration of Taking and a Complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force; and

Whereas, the defendants, Ralph Ashby and Grace Ashby, husband and wife, having contracted to purchase a parcel of real estate, including the lands described herein, by virtue of a certain agreement made and executed by Goodyear Farms, a corporation, Seller, and said defendants, as Buyers, dated March 8, 1947, recorded March 13, 1947, in Book 113 of Agreements at pages 249-254, inclusive, Records of Maricopa County, Arizona, and

Whereas, the Complaint aforementioned has been filed to condemn the following-described premises:

Tract No. 117

That portion of the South half of the Southwest quarter ($S\frac{1}{2}$ $SW\frac{1}{4}$) of Section Seven

(Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, Maricopa County, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona;

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 18''$ East 509.38 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 694.41 feet, more or less, to the South line of said Section 7; thence along said South line East 471.92 feet, more or less, to the point of beginning.

Containing 2.76 acres, more or less, including 0.70 acre, more or less, in streets.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas, plaintiff contemplates amending its Complaint or filing an amendment thereto condemning the following-described property:

Tract No. 117

That portion of the South half of the Southwest quarter ($S1\frac{1}{2}$ $SW\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, Maricopa County, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona;

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 28''$ West 541.18 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 736.60 feet, more or less, to the South line of said Section 7; thence along said South line South $89^{\circ} 54' 08''$ East 500.70 feet, more or less, to the point of beginning.

Containing 3.11 acres, more or less, including 0.74 acre, more or less, in streets,

and

Whereas, Ralph Ashby and Grace Ashby, husband and wife, are the contract purchasers of the above-described land, and

Whereas the sum of \$2,965.00 has been deposited by the plaintiff in the Registry of the Court as compensation for the first described tract containing 2.76 acres, more or less.

Now, Therefore, It Is Hereby Stipulated and Agreed by and between the above-named parties that the sum of \$3,140.00, plus interest as herein-after set forth is just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, containing 3.11 acres, more or less, including 0.74 acres, more or less, in streets, together with all improvements thereunto belonging, including crop damage and damage to the remaining land owned by the defendants, subject only to such easements as may be or have been waived by plaintiff; that from the aforesaid sum the plaintiff has already paid to the defendants on February 4, 1954, the sum of \$2,520.25 and that the remaining \$619.75 shall be paid as follows:

(1) To Goodyear Farms, a corporation, Ralph Ashby and Grace Ashby, husband and wife, the sum of \$587.60, plus \$0.06529 interest per day after July 24 until the date of judgment. It is agreed that from said sum there shall first be paid any and all liens, balance due on taxes and remaining en-

cumbrances against said land, including adverse claims or claims by lessees.

(2) To Adaman Mutual Water Company, a corporation, the sum of \$32.15, plus \$0.00349 per day after July 24, 1954, until the date of judgment.

The above-stated compensation is to be made by the plaintiff without prejudice to any rights or claims which Adaman Mutual Water Company, Goodyear Farms, a corporation; Ralph Ashby and Grace Ashby, husband and wife, may have arising out of a certain Petition for Intervention which has been filed with the Clerk of the Court in the above-entitled cause on or about July 24, 1954.

It Is Further Stipulated and Agreed that the complaint in condemnation, declaration of taking and all pleadings and orders filed in this proceeding may be considered amended in accordance with this Stipulation and that a judgment will be entered in the above-entitled cause for the payment of the sum of \$3,140.00, plus interest as above recited, for the just compensation in full to be paid by the plaintiff for the taking in condemnation of the unencumbered fee simple title to the lands above described containing 3.11 acres, more or less, together with all improvements thereunto belonging, including crop damage and damage to the remaining land owned by the defendants, subject only to such easements as may be or have been waived by the plaintiff, and said judgment shall provide, among other things, for the deposit of additional

funds into the Registry of the Court to satisfy the same.

The defendants, Goodyear Farms, a corporation; Ralph Ashby and Grace Ashby, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and right to the appointment of commissioners or the selection of a jury for the determination of just compensation for said tract.

The above-named parties hereby agree to the entering of a judgment in conformity with this Stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this Stipulation.

Executed on the 14th day of February, 1955.

[Seal] GOODYEAR FARMS,
 An Arizona Corporation;

By /s/ R. W. LITCHFIELD,
 President.

Attest:

/s/ W. N. KRING,
 Asst. Secretary.

/s/ RALPH ASHBY,
/s/ GRACE ASHBY,
 Defendants.

UNITED STATES OF
AMERICA,
Plaintiff.

JACK D. H. HAYS,
United States Attorney for
the District of Arizona;

/s/ EVERETT L. GORDON,
Assistant United States
Attorney.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT No. 117

This cause coming on regularly to be heard before the Court upon a stipulation entered into by and between the defendants, Ralph Ashby and Grace Ashby, his wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$2,965.00 has been deposited in the Registry of the Court as estimated just compensation for the taking of the following-described real estate:

That portion of the South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, Maricopa County, State of Arizona, de-

scribed as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 18''$ East 509.38 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 694.41 feet, more or less, to the South line of said Section 7; thence along said South line East 471.92 feet, more or less, to the point of beginning.

Containing 2.76 acres, more or less, including 0.70 acre, more or less, in streets.

and

It further appearing to the Court that the plaintiff has paid from said funds on deposit in the Registry of the Court to the defendants the sum of \$2,520.25, leaving on deposit in the Registry of the Court the sum of \$444.75, and

It further appearing to the Court that the plaintiff has amended its complaint condemning the following described property:

That portion of the South half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Seven (Sec. 7) Township Two North (T2N), Range

One West (R1W), Gila and Salt River Meridian, Maricopa County, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona;

Beginning at the South $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Southwest $\frac{1}{4}$ of Section 7 North $0^{\circ} 00' 28''$ West 541.18 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 736.60 feet, more or less, to the South line of said Section 7; thence along said South line South $89^{\circ} 54' 08''$ East 500.70 feet, more or less, to the point of beginning.

Containing 3.11 acres, more or less, including 0.74 acre, more or less, in streets.

It Is Ordered, Adjudged and Decreed that:

(1) The sum of \$3,140.00 plus interest at \$0.06878 per day from July 24, 1954, until paid is the reasonable and just compensation to be paid in full for the unencumbered fee simple title to the 3.11 acres of land, more or less, including 0.74 acre, more or less, in streets, which is above described on Page 2 herein, together with all improvements thereunto belonging, subject to existing easements

for public roads and highways, public utilities and pipelines;

(2) That the plaintiff is ordered and directed to pay into the Registry of this Court for the persons entitled thereto the sum of \$175.00, and in addition thereto sufficient funds for the payment of interest at \$0.06878 per day from July 24, 1954, until paid.

(3) That simultaneously upon the payment by the plaintiff of the sums set out herein in Paragraph 2, all valid liens and claims of whatsoever nature against said lands shall be transferred from said lands to the funds so deposited in the Registry of this Court to the end that the United States of America will take an unencumbered fee simple title to the whole of said 3.11 acres, more particularly described on Page 2 herein, free and discharged of all liens and claims whatsoever.

(4) That the defendants, Goodyear Farms, a corporation, and Ralph Ashby and Grace Ashby, husband and wife, shall have judgment against the plaintiff as and for compensation for the taking of said Tract No. 117, as described on Page 2 herein, subject to the prior claims, rights, interest, equities and liens, if any, of such other persons as the Court shall hereafter find and determine to have any compensable interest in said tract, which rights and interests by this judgment are transferred to and imposed upon the funds to be deposited by the plaintiff in satisfaction of the award herein fixed and ordered to be paid.

(5) That the judgment against said plaintiff shall be in the amount set out in Paragraph 2; that the respective rights of the defendants, Goodyear Farms and Ralph Ashby and Grace Ashby, husband and wife, and others to participate in and their respective shares of said award are to be determined by the subsequent order of the Court.

(6) This Court retains jurisdiction for the purpose of entertaining such further orders and decrees as may be necessary in the premises including an adjudication of the rights of the respective claimants in and to the funds to be deposited in the Registry of this Court by the plaintiff in satisfaction of the award herein made.

Dated this 13th day of May, 1955.

/s/ DAVE W. LING,
Judge, United States District Court, for the District of Arizona.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

STIPULATION

It Is Hereby Stipulated and Agreed by and between the United States of America, hereinafter called the plaintiff, Goodyear Farms, a corporation, and Bill W. Mullins, defendants, that:

Whereas, an action in condemnation was commenced in the above Court on November 27, 1953,

by the filing of a Declaration of Taking and Complaint on behalf of plaintiff at the request of the Under Secretary of the Air Force; and

Whereas, the defendant, Bill W. Mullins, was the lessee of a certain parcel of land, hereinafter described, the title to which was held in fee by Goodyear Farms by virtue of a certain deed made and executed by Valley Ranch Company, a corporation, dated June 30, 1931, and recorded December 1, 1931, in Book 262 of Deeds, at pages 15 to 18, inclusive, in the Records of Maricopa County, Arizona, and

Whereas, said property so held and leased is more particularly described in said condemnation as follows:

Tract No. 118

That portion of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the North $\frac{1}{4}$ corner of said Section 18; thence along the North line of said Section West 471.92 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of Section 7 of said

Township and Range, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section 7; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 375.03 feet, more or less, to a point distant South $42^{\circ} 48' 58''$ West 4953.45 feet from said point in the East line of Section 7; thence South $47^{\circ} 11' 02''$ East 990.82 feet, more or less, to the East line of said Northwest $\frac{1}{4}$ of Section 18; thence along said East line North 948.51 feet, more or less, to the point of beginning.

Containing 9.40 acres, more or less, including 1.05 acres, more or less, in streets.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the plaintiff, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas, the plaintiff contemplates that it will amend its complaint to condemn the following described property:

Tract No. 118

The East 812.06 feet of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 18 (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and

Salt River Meridian in the County of Maricopa, State of Arizona.

Containing 24.61 acres, more or less, including 1.59 acres, more or less, in streets,

reserving however, to Adaman Mutual Water Company, an Arizona non-profit corporation, its successors and assigns, an easement for an underground irrigation pipeline in, on, over and across the land hereafter particularly described, together with the absolute right at all times of ingress and egress thereto, and the right to go upon said lands with men and equipment in order to repair, replace, maintain and construct, and otherwise attend the said underground irrigation pipeline for which this easement is granted, to wit:

A strip of land 20 feet in width lying 10 feet on each side of the following described center line, basis of bearings being transverse Mercator Grid, Central Zone, Arizona.

Beginning at a point distant Westerly 510.23 feet along the North line of said Section 18, from the North quarter section corner of said section; thence South $42^{\circ} 48' 58''$ West 361.05 feet, more or less, to a point; thence Southeasterly along a line bearing South $47^{\circ} 11' 02''$ East, a distance of 968.70 feet, more or less, to a point in a line parallel to on the West 45 feet distant from the N-S Mid-section line of said Section 18; thence southerly along said line bearing South $0^{\circ} 03' 12''$ East distance of

371.78 feet, more or less, to the South line of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of said Section 18, the point of ending.

Containing 0.78 acres, more or less.

The side lines of the above described strip are to be prolonged or shortened so as to terminate in the lines in which the center line begins and ends.
and

Whereas, Goodyear Farms is the owner in fee of the land described in the preceding paragraph of this Stipulation, and

Whereas, the sum of \$8,370.00 has been deposited by the plaintiff in the Registry of the Court for the taking of the first described tract, containing 9.4 acres, more or less.

Now, Therefore, It Is Stipulated and Agreed by and between the above named parties that the sum of \$14,100.00, plus interest as hereinafter set forth, is just compensation in full to be paid by the plaintiff for the taking in condemnation of the unencumbered fee simple title to the lands hereinbefore described containing 24.61 acres, more or less, including 1.59 acres, more or less, in streets, together with all improvements thereunto belonging, including crop damage and remaining land owned by the defendants, subject only to such easements as may be or have been waived by plaintiff, that the aforementioned sum plus interest shall be paid as follows:

(1) To Goodyear Farms the sum of \$12,224.56, plus \$1.3583 interest per day from July 24, 1954, until the date of judgment. It is understood and agreed that from said sum there shall first be paid any and all liens or balance due on taxes, or remaining encumbrances against said land including adverse claims or claims by lessees.

(2) To Adaman Mutual Water Company, the sum of \$1,875.44, plus \$.2037 interest per day from July 24, 1954, until the date of judgment.

The above stated compensation is to be paid by plaintiff without prejudice to any rights or claims which the defendants, Goodyear Farms, Bill W. Mullins or Adaman Mutual Water Company may have arising out of a certain petition for intervention which has been filed with the Clerk of the Court in the above-entitled cause on or about July 23, 1954.

It Is Further Stipulated and Agreed that the complaint in condemnation, declaration of taking and all pleadings and orders filed in this proceeding may be considered amended in accordance with this Stipulation and that a judgment will be entered in the above-entitled cause for the payment of the sum of \$14,100.00, plus interest, as above recited, for the just compensation in full to be paid by the plaintiff for the taking in condemnation of the unencumbered fee simple title to the lands above described containing 24.61 acres, more or less, together with all improvements thereunto belonging, including crop damage and damage to the remain-

ing land owned by the defendants, subject only to such easements as may be or have been waived by the plaintiff, and said judgment shall provide, among other things, for the deposit of additional funds into the Registry of the Court to satisfy the same.

The defendants, Goodyear Farms and Bill W. Mullins hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action, and the right to the appointment of commissioners or the selection of a jury for the determination of just compensation for said tract.

Executed on the 14th day of February, 1955.

[Seal]

GOODYEAR FARMS,
An Arizona Corporation,

By /s/ R. W. LITCHFIELD,
President.

Attest:

/s/ W. N. KRING,
Assistant Secretary.

/s/ BILL W. MULLINS,
Defendants.

UNITED STATES OF
AMERICA,
Plaintiff,

JACK D. H. HAYS,

United States Attorney for
the District of Arizona;

/s/ EVERETT L. GORDON,

Assistant United States
Attorney.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT NO. 118

This cause coming on regularly to be heard before the Court upon a stipulation entered into by and between the defendants, Goodyear Farms, a corporation, and Bill W. Mullins, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$8,370.00 has been deposited in the Registry of the Court as estimated just compensation for the taking of the following described real estate:

That portion of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the North $\frac{1}{4}$ corner of said Section 18; thence along the North line of said Section West 471.92 feet, more or less, to a line which bears South $42^{\circ} 48' 58''$ West from a point in the East line of Section 7 of said Township and Range, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section 7; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 375.03 feet, more or less, to a point distant South $42^{\circ} 48' 58''$ West 4953.45 feet from said point in the East line of Section 7; thence South $47^{\circ} 11' 02''$ East 990.82 feet, more or less, to the East line of said Northwest $\frac{1}{4}$ of Section 18; thence along said East line North 948.51 feet, more or less, to the point of beginning.

Containing 9.40 acres, more or less, including 1.05 acres, more or less, in streets.

It further appearing to the Court that the plaintiff has amended its complaint condemning the following described property:

The East 812.06 feet of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 18 (Sec. 18), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian in the County of Maricopa, State of Arizona.

Containing 24.61 acres, more or less, including 1.59 acres, more or less, in streets,

reserving, however, an easement upon approximately .78 acre thereof (hereinafter described) to Adaman Mutual Water Company, an Arizona corporation, its successors and assigns, for an underground irrigation pipeline, in, on, over and across said .78 acre, together with the absolute right at all times of ingress and egress thereto, and the right to go upon said .78 acre with men and equipment in order to repair, replace, maintain and construct, and otherwise attend the said underground irrigation pipeline for which said easement is granted; a description of said .78 acre upon which said easement is granted is as follows:

A strip of land 20 feet in width lying 10 feet on each side of the following described center line, basis of bearings being transverse Mercator Grid, Central Zone, Arizona.

Beginning at a point distant Westerly 510.23 feet along the North line of said Section 18, from the North quarter section corner of said section; thence South $42^{\circ} 48' 58''$ West 361.05 feet, more or less, to a point; thence Southeasterly along a line bearing South $47^{\circ} 11' 02''$ East, a distance of 968.70 feet, more or less, to a point in a line parallel to on the West 45 feet distant from the N-S Mid-section line of said Section 18; thence southerly along said line bearing South $0^{\circ} 03' 12''$ East distance of 371.78 feet, more or less, to the South line of the Northeast quarter of the

Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 18, the point of ending.

Containing 0.78 acre, more or less.

It Is Ordered, Adjudged and Decreed that:

(1) The sum of \$14,100.00 plus interest at \$1.562 per day from July 24, 1954, until paid is the reasonable and just compensation to be paid in full for the unencumbered fee simple title to the 24.61 acres of land, more or less, including 1.59 acres, more or less, in streets, which is above described on Page 2 herein, together with all improvements thereunto belonging, subject to existing easements for public roads and highways, public utilities and pipelines;

(2) That the plaintiff is ordered and directed to pay into the Registry of this Court for the persons entitled thereto the sum of \$5,730.00, and in addition thereto sufficient funds for the payment of interest at \$1.562 per day from July 24, 1954, until paid.

(3) That simultaneously upon the payment by the plaintiff of the sums set out herein in Paragraph 2, all valid liens and claims of whatsoever nature against said lands shall be transferred from said lands to the funds so deposited in the Registry of this Court to the end that the United States of America will take an unencumbered fee simple title to the whole of said 24.61 acres, more particularly described on Page 2 herein, free and discharged of all liens and claims whatsoever.

(4) That the defendants, Goodyear Farms, a corporation and Bill W. Mullins, shall have judgment against the plaintiff as and for compensation for the taking of said Tract No. 118, as described on Page 2 herein, subject to the prior claims, rights, interest, equities and liens, if any, of such other persons as the Court shall hereafter find and determine to have any compensable interest in said tract, which rights and interests by this judgment are transferred to and imposed upon the funds to be deposited by the plaintiff in satisfaction of the award herein fixed and ordered to be paid.

(5) That the judgment against said plaintiff shall be in the amount set out in Paragraph 2; that the respective rights of the defendants, Goodyear Farms, a corporation, and Bill W. Mullins and others to participate in and their respective shares of said award are to be determined by the subsequent order of the Court.

(6) This Court retains jurisdiction for the purpose of entertaining such further orders and decrees as may be necessary in the premises including an adjudication of the rights of the respective claimants in and to the funds to be deposited in the Registry of this Court by the plaintiff in satisfaction of the award herein made.

Dated this 13th day of May, 1955.

/s/ DAVE W. LING,

Judge, United States District Court, for the District of Arizona.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, Goodyear Farms, a corporation, hereinafter called Goodyear, and Ray M. Lorette and Cleo M. Lorette, his wife, hereinafter called the defendants, that:

Whereas, an action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a Declaration of Taking and a Complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force; and

Whereas, the defendants are the lessees of a certain parcel of real estate, hereinafter described, title to which is held in fee by Goodyear by virtue of a certain deed made and executed by the Valley Ranch Company, a corporation, dated June 30, 1931, and recorded December 1, 1931, in Docket 262 of Deeds, page 15, in Records of Maricopa County, Arizona; and

Whereas, the Complaint aforementioned was filed to condemn the property so leased, and more particularly described in said condemnation proceeding as follows:

Tract No. 113

That portion of the South half of the Northeast quarter ($S\frac{1}{2}$ $NE\frac{1}{4}$) of Section Seven

(Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the East $\frac{1}{4}$ corner of said Section 7; thence along the East line of said Section North $0^{\circ} 01' 46''$ East 753.11 feet; thence South $42^{\circ} 48' 58''$ West 1019.98 feet, more or less, to the South line of said Northeast $\frac{1}{4}$ of Section 7; thence along said South line South $89^{\circ} 35' 37''$ East 692.86 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 5.27 acres, more or less, including 0.55 acre, more or less, in street.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United

States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas the sum of Five Thousand Fifty and no/100 (\$5,050.00) has been deposited by the plaintiff in the Registry of the Court as compensation for the taking of the above-described tract,

Now, therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Five Thousand Fifty and no/100 (\$5,050.00) Dollars, plus interest as hereinafter set forth is just compensation in full to be paid by the plaintiff for the taking in condemnation of the unencumbered fee simple title to the lands above described, together with all improvements thereunto belonging, including crop damage to the remaining land owned by the defendants, subject only to such easements as may be, or have been, waived by plaintiff.

It is further stipulated and agreed that from the compensation to be paid, all liens and encumbrances including adverse claims by the lessee shall first be satisfied and that payment shall be made as follows:

(1) To Goodyear Farms, a corporation, the sum of Four Thousand Six Hundred Twenty and 84/100 (\$4,620.84) Dollars plus \$.5134 interest per day after July 24, 1954, until the date of judgment.

(2) To Adaman Mutual Water Company, a non-profit corporation, the sum of Four Hundred

Twenty-Nine and 16/100 (\$429.16) Dollars, plus \$.0466 interest per day after July 24, 1954, until the date of judgment.

The above compensation is to be paid by the plaintiff without prejudice to any rights or claims which the defendants, Goodyear Farms, a corporation, and Ray M. Lorette and Cleo M. Lorette, his wife, may have arising out of a certain petition for intervention filed with the Clerk of this Court in the above-entitled cause July 23, 1954.

The defendants, Goodyear Farms, a corporation, and Ray M. Lorette and Cleo M. Lorette, his wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of commissioners or the selection of a jury for the determination of just compensation for said tract.

The above-named parties agree to the entering of a judgment in conformity with this Stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this Stipulation.

Executed on the 14th day of February, 1955.

[Seal]

GOODYEAR FARMS,

An Arizona Corporation,

/s/ R. W. LITCHFIELD,

President.

Attest:

/s/ W. N. KRING,
Assistant Secretary.

/s/ RAY M. LORETTE,

/s/ CLEO M. LORETTE,
Defendants.

UNITED STATES OF
AMERICA,
Plaintiff,

JACK D. H. HAYS,
United States Attorney,
for the District of Arizona;

/s/ EVERETT L. GORDON,
Assistant United States
Attorney, Plaintiff.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT No. 113

This cause coming on regularly to be heard before the Court upon a stipulation entered into by and between the defendants, Goodyear Farms, a corporation, and Ray M. Lorette and Cleo M. Lorette, his wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$5,-050.00 has been deposited in the Registry of the Court as estimated just compensation for the taking of the following-described real estate:

That portion of the South half of the Northeast quarter ($S\frac{1}{2}$ $NE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the East $\frac{1}{4}$ corner of said Section 7, thence along the East line of said Section North $0^{\circ} 01' 46''$ East 753.11 feet; thence South $42^{\circ} 48' 58''$ West 1019.98 feet, more or less, to the South line of said Northeast $\frac{1}{4}$ of Section 7; thence along said South line South $89^{\circ} 35' 37''$ East 692.86 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the Office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 5.27 acres, more or less, including 0.55 acre, more or less, in street.

It is ordered, adjudged and decreed that:

(1) The sum of \$5,050.00 plus interest in the sum of \$0.56 per day from July 24, 1954, until paid is the reasonable and just compensation to be paid in full for the unencumbered fee simple title to the lands above described together with all improvements thereunto belonging, subject to existing easements for public roads and highways, public utilities and pipelines;

(2) That the plaintiff is ordered and directed to pay into the Registry of this Court for the persons entitled thereto, sufficient funds for the payment of interest on the aforesaid sum of \$5,050.00 at \$0.56 per day from July 24, 1954, until paid.

(3) That the Clerk of this Court be, and he is hereby directed to pay to Goodyear Farms the sum of \$4,620.84 and to pay to Adaman Mutual Water Company the sum of \$429.16, representing the funds upon deposit in the Registry of the Court, by means of making his checks in said sums payable to said corporations; and that delivery thereof be made by means of mailing the same to their attorneys, Snell & Wilmer, Security Building, Phoenix, Arizona.

(4) That simultaneously upon the payment by the plaintiff into the Registry of this Court of the said sums set out herein in Paragraph 2, all valid liens and claims of whatsoever nature against said lands shall be transferred from said lands to the

funds so deposited in the Registry of this Court to the end that the United States of America will take an unencumbered title to the whole of said tract of real property, free and discharged of all liens and claims whatsoever.

(5) That the defendant Goodyear Farms shall have judgment against the plaintiff as and for compensation for the taking of said Tract No. 113, subject to the prior claims, rights, interest, equities and liens, if any, of such other persons as the Court shall hereafter find and determine to have any compensable interest in said tract, which rights and interests by this judgment are transferred to and imposed upon the funds to be deposited by the plaintiff in satisfaction of the award herein fixed and ordered to be paid.

(6) That the judgment against said plaintiff shall be in the amount set out in Paragraph 2; that the respective rights of the defendants, Goodyear Farms and Adaman Mutual Water Company to participate in and their respective shares of said award are to be determined by the subsequent order of the Court.

(7) This Court retains jurisdiction for the purpose of entertaining such further orders and decrees as may be necessary in the premises including an adjudication of the rights of the respective claimants in and to the funds to be deposited in the Registry of this Court by the plaintiff in satisfaction of the award herein made.

Dated this 13th day of May, 1955.

/s/ DAVE W. LING,
Judge, United States District Court for the District
of Arizona.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and Adaman Mutual Water Company, an Arizona non-profit corporation, hereinafter called the defendant, that:

(1) Whereas, an action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a Declaration of Taking and a Complaint in condemnation on behalf of the plaintiff at the request of the Under Secretary of the Air Force; and

(2) Whereas, one of the tracts of land therein identified as Tract No. 120 and more particularly described as follows:

A strip of land described approximately as the West 45 feet of the East 78 feet of Sections Seven and Eighteen (Secs. 7 and 18) in Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian,

in the County of Maricopa, State of Arizona, said strip of land being a portion of that certain parcel of land designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528 in the Office of the County Recorder of said County.

Except that portion of said certain parcel of land lying Southerly and Westerly of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18.

Also except that portion of said certain parcel of land lying Northerly and Westerly of a line bearing South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East $\frac{1}{4}$ corner of said Section 7.

Containing 4.81 acres, more or less.

is represented to be owned by the defendant, and

(3) Whereas, only a portion of the property described in Paragraph 2 above was in fact owned by the defendant, to wit:

A strip of land described approximately as the West 45 feet of the East 78 feet of Section 7 in Township 2 North, Range 1 West, Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, said strip of land being a portion of that certain parcel of land

designated as a drainage ditch, and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528 in the Office of the County Recorder of said County.

Except that portion of said certain parcel lying Southerly and Westerly of the South line of said Section 7 and also except that portion lying Northerly and Westerly of a line bearing South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East one-quarter corner of said Section 7.

Containing 3.45 acres, more or less
and

(4) Whereas, under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto.

Now, therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Two Thousand Sixty-Two and 50/100 (\$2,062.50) Dollars, inclusive of interest, is the just compensation in full to be paid by the plaintiff for

the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described in Paragraph 3, together with all improvements thereunto belonging, including crop damage and damage to the remaining land owned by the defendant, subject only to such easements as have been waived by the plaintiff.

The above-stated compensation is to be made by the plaintiff without prejudice to any rights or claims which Adaman Mutual Water Company, an Arizona non-profit corporation, may have arising out of a certain Petition for Intervention which has been filed with the Clerk of the Court in the above-entitled cause on or about July 24, 1954.

The defendant hereby enters its appearance in this action and expressly waives service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of commissioners or jury for the determination of just compensation for said tract.

The party hereto agrees to the entering of a judgment in conformity with this Stipulation, fixing the value of the land hereinbefore described in Paragraph 3, and setting forth the conditions and provisions of this Stipulation; that the Complaint in condemnation, Declaration of Taking and all pleadings and orders filed in this proceeding may be considered amended in accordance with this Stipulation.

Executed on the 27th day of December, 1954.

ADAMAN MUTUAL WATER
COMPANY,

An Arizona Non-Profit
Corporation, Defendant,

By /s/ K. B. McMICKEN,
President.

Attest:

/s/ W. N. KRING,
Secretary.

UNITED STATES OF
AMERICA,
Plaintiff.

JACK D. H. HAYS,
United States Attorney,
for the District of Arizona;

/s/ EVERETT L. GORDON,
Asst. United States Attorney.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT No. 120

This cause coming on regularly to be heard before the Court upon stipulation between the defendant, Adaman Mutual Water Company, an Arizona corporation, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$2,-400.00 has been deposited in the Registry of the Court as the estimated just compensation for the property identified in these proceedings as Tract No. 120, comprising approximately 4.81 acres, and whereas the defendant Adaman Mutual Water Company in fact owned only 3.45 acres which is described as follows:

A strip of land described approximately as the West 45 feet of the East 78 feet of Section 7 in Township 2 North, Range 1 West, Gila and Salt River Meridian, in the County of Maricopa, State of Arizona, said strip of land being a portion of that certain parcel of land designated as a drainage ditch, and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528 in the Office of the County Recorder of said County.

Except that portion of said certain parcel lying Southerly and Westerly of the South line of said Section 7 and also except that portion lying Northerly and Westerly of a line bearing South $42^{\circ} 48' 58''$ West from a point in the East line of said Section 7, said point being distant North $0^{\circ} 01' 46''$ East 753.11 feet from the East one-quarter corner of said Section 7.

Containing 3.45 acres, more or less, and

It appearing to the Court that the defendant Adaman Mutual Water Company has stipulated with the plaintiff that the sum of \$2,062.50, inclusive of interest, is the reasonable and just compensation to be paid for the unencumbered fee simple title to said 3.45 acres, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, and

It appearing upon the motion of plaintiff that the sum of \$337.50 (surplus deposit) should be returned to the Treasurer of the United States of America,

It Is Ordered, Adjudged and Decreed:

1. That the reasonable and just compensation for the taking of the unencumbered fee simple title subject to existing easements for public roads and highways, public utilities, railroads and pipelines to the lands hereinabove described is the sum of \$2,062.50, inclusive of interest;

2. That the title in fee simple to the lands described above is now vested in the United States of America and is now hereby confirmed and held to be in the United States of America;

3. That the Clerk of this Court pay to the defendant, Adaman Mutual Water Company, the sum of \$2,062.50 from the Registry of the Court by means of making his check in that sum payable to the said defendant and deliver same by means of

mailing to defendant's attorneys, Snell & Wilmer, Security Building, Phoenix, Arizona.

4. That the Clerk of this Court make his check in the sum of \$337.50 payable to the Treasurer of the United States and that he deliver the same to the United States Attorney for the District of Arizona for transmittal to the proper agency of the United States.

Enter: May 13, 1955.

/s/ DAVE W. LING,

Judge, United States District Court for the District of Arizona.

[Endorsed]: Filed May 13, 1955.

[Title of District Court and Cause.]

STIPULATION CONCERNING TRACT No. 116

It is hereby stipulated and agreed by and between United States of America, hereinafter called the plaintiff, and Goodyear Farms, a corporation, and Adaman Mutual Water Company, a corporation, hereinafter called the defendants, that:

Whereas, an action in condemnation was commenced in the above-entitled proceeding on November 27, 1953, by the filing of a Declaration of Taking and a Complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force, and

Whereas, a certain parcel, identified in said Declaration of Taking as Tract No. 116 was described as follows:

The North half of the Northeast quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, in the County of Maricopa, State of Arizona.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Also excepting that certain parcel of land known as Well Site 18-C and described in said quitclaim deed as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 18; thence East (assumed bearing) a distance of 33.0 feet to a point; thence South and parallel to the mid-section line of said Section, a distance of 33.0 feet to the true point of beginning; thence continuing South on the same line a distance of 35.0 feet; thence East and parallel to the North line of said Section, a distance of 67.0 feet; thence North and parallel to said mid-section line, a distance of 35.0

feet; thence West and parallel to the North line of said Section, a distance of 67.0 feet to the true point of beginning.

Containing 78.59 acres, more or less, including 3.95 acres, more or less, in streets

and

Whereas, said Declaration of Taking represented that Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, were the owners in fee simple of said property, and

Whereas, in fact, said Joseph F. Bulfer, Jr., and Mary Bulfer were the owners in fee simple of the following described parcel of real estate:

Tract No. 116

The North half of the Northeast Quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Containing 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes

and

Whereas, the additional acreage of approximately 1.38 acres, more or less, contained in the description immediately preceding was acquired by the United States of America through the filing of the Declaration of Taking by including said 1.38 acres

within the description of Tract No. 120 in said proceedings, and

Whereas, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, have entered into a Stipulation concerning said Tract No. 116, which recites, among other things, that Goodyear Farms, a corporation, has been paid the sum of \$35,027.56, and Adaman Mutual Water Company, a corporation, has been paid the sum of \$6,281.13, which said sums represent payments in full to said corporations for any and all claims, rights, titles or interests which said corporations have in and to the following described premises:

Tract No. 116

The North half of the Northeast quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Containing 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes

and

Whereas, the sum of \$52,370.00 has been deposited in the Registry of this Court for the property immediately described above comprising 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes.

Now, therefore, it is hereby stipulated and agreed by and between the above-named parties that Good-year Farms, a corporation, and Adaman Mutual Water Company, a corporation, hereby disclaim any interest in and to the funds remaining on deposit in the Registry of the Court for the compensation in full to be paid by the plaintiff for the taking in condemnation of the unencumbered fee simple title to the lands hereinafter described, together with all improvements thereunto belonging, including crop damage, subject only to such easements as have been waived by plaintiff, to wit:

The North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Containing 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes

without prejudice, however, to any rights which said Goodyear Farms, a corporation, and Adaman Mutual Water Company, a corporation, may have by virtue of a certain Petition for Intervention filed in this proceeding on the 24th day of July, 1954.

[Seal]

GOODYEAR FARMS,

An Arizona Corporation,

By /s/ R. W. LITCHFIELD,

President.

Attest:

/s/ ARDEN E. FIRESTONE,
Secretary.

ADAMAN MUTUAL WATER
COMPANY,
An Arizona Non-Profit
Corporation,

By /s/ K. B. McMICKEN,
President,
Defendants.

Attest:

By /s/ W. N. KRING,
Secretary.

UNITED STATES OF
AMERICA,
Plaintiff.

JACK D. H. HAYS,
United States Attorney,
for the District of Arizona;

/s/ EVERETT L. GORDON,
Assistant United States
Attorney.

[Endorsed]: Filed July 21, 1955.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above court on November 27, 1953, by the filing of a declaration of taking and a complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force; and

Whereas, the defendants, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, were the owners in fee simple title to the following described parcel of real estate:

Tract No. 116

The North Half of the Northeast Quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$) of Section Eighteen (Sec. 18), Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Containing 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes

and under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto; and

Whereas, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, were the owners in fee simple of the above-described land as aforesaid.

Now, therefore, it is hereby stipulated and agreed by, and between, the above-named parties that the sum of Fifty-Two Thousand Three Hundred Seventy and No/100 (\$52,370.00) Dollars, inclusive of interest, is the just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, together with all improvements thereunto belonging, including crop damage, subject only to such easements as may be, or have been, waived by plaintiff. That the aforesaid sum shall be paid as follows:

(1) Pay to Goodyear Farms, a corporation, the sum of Thirty-Five Thousand and Twenty-Seven and 56/100 (\$35,027.56) Dollars, as full satisfaction and discharge of the mortgage lien on said parcel of real estate.

(2) Pay to Adaman Mutual Water Company, a corporation, the sum of Six Thousand Two Hun-

dred Eighty-One and $13/100$ (\$6,281.13) Dollars, the remainder of assessment against the hereinbefore described property.

(3) Pay to Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, the remaining Eleven Thousand and Sixty-One and $31/100$ (\$11,061.31) Dollars, which includes the sum of One Thousand Three Hundred Seventy and $10/100$ (\$1,370.00) Dollars, as damage to remaining crops, and Nine Thousand Six Hundred Ninety-One and $31/100$ (\$9,691.31) Dollars, as balance of just compensation to be paid for fee simple taking of said land. It is agreed that from said sum there shall first be paid any and all liens, balance due on taxes and remaining encumbrances against said land, including adverse claims or claims by lessees.

The defendants, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of Commissioners or Jury for the determination of just compensation for said tract.

The above-named parties hereby agree to the entering of a judgment in conformity with this stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this stipulation.

Executed on the 21st day of July, 1954.

/s/ JOSEPH F. BULFER, JR.,

/s/ MARY BULFER,

Defendants.

UNITED STATES OF
AMERICA,

JACK D. H. HAYS,

United States Attorney;

/s/ EVERETT L. GORDON,

Assistant United States
Attorney.

[Endorsed]: Filed July 21, 1955.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT 116

This cause coming on regularly to be heard before the Court upon the Stipulation between the defendants, Joseph F. Bulfer, Jr., and Mary Bulfer, husband and wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$52,-370.00 has been deposited in the Registry of this Court as estimated just compensation for the following described real estate (including crop damage);

Tract No. 116

The North Half of the Northeast Quarter
(N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Eighteen (Sec. 18),

Township Two North (T 2 N), Range One West (R 1 W), Gila and Salt River Meridian, County of Maricopa, State of Arizona.

Containing 80.00 acres, more or less, including 3.95 acres, more or less, in streets, and 1.38 acres, more or less, in easements for irrigation purposes.

It is ordered, adjudged and decreed that the reasonable just compensation for the taking of the unencumbered fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, to the lands hereinabove described, inclusive of interest and crop damage, is the sum of \$52,370.00, and that title in fee simple to said lands is now vested in the United States of America, and is hereby confirmed and held to be in the United States of America.

It is further ordered, adjudged and decreed that said sum having been paid to the defendants pursuant to orders heretofore entered herein, that the award and judgment hereby rendered in favor of said defendants be, and the same is fully discharged, paid and satisfied.

Done in open court this 26th day of July, 1955.

/s/ JAMES A. WALSH,

Judge, United States District Court for the District of Arizona.

[Endorsed]: Filed July 26, 1955.

[Title of District Court and Cause.]

MINUTE ENTRY OF THURSDAY.

DECEMBER 29, 1955

Honorable Dave W. Ling, United States District Judge, presiding.

It is ordered that the Motion for Intervention of Adaman Mutual Water Company, an Arizona non-profit corporation on behalf of itself and its stockholders; Goodyear Farms, an Arizona corporation; Harry A. Kandarian and Bernita Kandarian, husband and wife; Peter Nalbandian, as his sole and separate property; Joseph E. Bulfer and Mary Bulfer, husband and wife; Calvin F. Jones and Margaret Jones, husband and wife; Jonathan Thomas Rogers, a single man; Jefferson Z. Rogers, a married man; John Newton Edge and Margaret Elizabeth Edge, husband and wife; Harold Ralph Hunt and Georgia May Hunt, husband and wife; George Reismann and Joanna Reismann, husband and wife; Lee Weldon Merritt and Peggy Childers Merritt, husband and wife; Raymond F. Austerman and Zula Austerman, husband and wife; John A. Sellers and Maxine Sellers, husband and wife; Marshall E. Manley and Mary Elizabeth Manley, husband and wife; Myron M. Mitchell and Irene Mitchell, husband and wife; Henry Hallam Hestand and Martha Sue Hestand, husband and wife; Chester Elwood Hunt and Mary Virginia Hunt; husband and wife; Olliver Kissling and Peggy Jean Kissling, husband and wife; Albert C. Lueck and Melva

Lueck, husband and wife; Ralph Ashby and Grace Ashby, husband and wife; Leon Fort and Doris C. Fort, husband and wife; Carlon A. Hinton and Verna Hinton, husband and wife; Roy Sheppard and Dora L. Sheppard, husband and wife; Herman Eaton and Dorothy Eaton, husband and wife; J. Elmer Woodward and Bernice Woodward, husband and wife; Juan Brashears and Betty Brashears, husband and wife; J. L. Bunger and Kathryn Bunger, husband and wife; Leon G. Gailey, Archer W. Seaver, Ray M. Lorette, George W. Busey, B. W. Mullins, James H. Sharp and Jewell J. Stone, is denied.

(Docketed Dec. 29, 1955.)

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice Is Hereby Given that Goodyear Farms, an Arizona corporation; Adaman Mutual Water Company, an Arizona non-profit corporation on behalf of itself and its stockholders; B. W. Mullins; James H. Sharp; George W. Busey; Carlon H. Hinton and Verna Hinton, his wife; Harold Ralph Hunt and Georgia May Hunt, his wife; George Reismann and Joanna Reismann, his wife; Raymond F. Austerman and Zula Austerman, his wife; Leon Fort and Doris C. Fort, his wife; John Newton Edge and Mary Elizabeth Edge, his wife, Petitioners for Intervention in the above-entitled cause, hereby appeal to the United States Court of

Appeals for the 9th Circuit from that certain order made and entered by the above-entitled Court in the above-entitled cause on December 29, 1955, denying the Motion for Intervention of said Petitioners for Intervention.

Dated this 26th day of January, 1956.

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Petitioners for Intervention Above
Named.

[Endorsed]: Filed January 26, 1956.

[Title of District Court and Cause.]

BOND FOR COSTS ON APPEAL

We, the undersigned, Goodyear Farms, an Arizona corporation, Adaman Mutual Water Company, an Arizona non-profit corporation on behalf of itself and its stockholders, B. W. Mullins, James H. Sharp, George W. Busey, Carlon H. Hinton and Verna Hinton, his wife; Harold Ralph Hunt and Georgia May Hunt, his wife; George Reisemann and Joanna Reisemann, his wife; Raymond F. Austerman and Zula Austerman, his wife; Leon Fort and Doris C. Fort, his wife; John Newton Edge and Mary Elizabeth Edge, his wife, as principals, and Fidelity and Deposit Company of Maryland, a corporate surety, as surety, jointly and severally acknowledge that we and our heirs, personal repre-

sentatives, successors and assigns are bound to pay to the United States of America, plaintiff in the above-entitled cause the sum of Two Hundred Fifty Dollars (\$250).

The condition of this bond is that whereas the above-named Petitioners for Intervention, Good-year Farms, an Arizona corporation, Adaman Mutual Water Company, an Arizona non-profit corporation on behalf of itself and its stockholders, B. W. Mullins, James H. Sharp, George W. Busey, Carlon H. Hinton and Verna Hinton, his wife; Harold Ralph Hunt and Georgia May Hunt, his wife; George Reisemann and Joanna Reisemann, his wife; Raymond F. Austerman and Zula Austerman, his wife; Leon Fort and Doris C. Fort, his wife; John Newton Edge and Mary Elizabeth Edge, his wife; have appealed to the Court of Appeals for the 9th Circuit by Notice of Appeal filed January, 1956, from the order entered by this Court on December 29, 1955, denying the Motion for Intervention of said Petitioners for Intervention, if said Petitioners for Intervention shall pay all costs adjudged against them if the appeal is dismissed or the action of this Court in denying said Motion is upheld, then this bond is to be void, but if the above-named Petitioners for Intervention fail to perform this condition, payment of the amount of this bond shall be due forthwith.

Dated January 26, 1956.

GOODYEAR FARMS, an Arizona Corporation;
ADAMAN MUTUAL WATER COMPANY,
an Arizona Non-Profit Corporation on Behalf

of its Stockholders and Itself; B. W. MULLINS; JAMES H. SHARP; GEORGE W. BUSEY; CARLON H. HINTON and VERA HINTON, His Wife; HAROLD RALPH HUNT and GEORGIA MAY HUNT, His Wife; GEORGE REISEMANN and JOANNA REISEMAN, His Wife; LEON FORT and DORIS C. FORT, His Wife; RAYMOND F. AUSTERMAN and ZULA AUSTERMAN, His Wife; JOHN NEWTON EDGE and MARY ELIZABETH EDGE, His Wife,

By /s/ MARK WILMER,
Their Attorney.

[Seal] FIDELITY AND DEPOSIT
COMPANY OF MARYLAND,

By /s/ C. A. DRUMMOND,
Attorney in Fact.

[Endorsed]: Filed January 26, 1956.

[Title of District Court and Cause.]

PETITION FOR LEAVE TO FILE
AMENDED APPEARANCE

Come now Goodyear Farms, an Arizona corporation, Adaman Mutual Water Company, a non-profit Arizona corporation, Bill W. Mullens and Ralph Ashby and Grace Ashby, husband and wife, by their attorneys, Snell & Wilmer and respectfully represent to the Court:

That they are defendants in the above-entitled action.

That under and by virtue of a Declaration of Taking and order for delivery of possession entered herein November 23, 1953, certain fee and leasehold interests of said defendants were taken by the United States as described in said Declaration of Taking. Defendants retain and are now in possession of certain other lands and leaseholds not taken by plaintiff, United States of America.

That compensation in part has been made to said defendants for lands taken, as provided in Judgments of this Court made and entered herein on the 13th day of May, 1955, in which Judgments the Court retained jurisdiction to enter further appropriate orders with relation to the issues involved herein.

These defendants with other petitioners heretofore filed herein a petition seeking to intervene in this action for the purpose of submitting to this Court their respective claims for damages as set forth in said petition for intervention. Said petition for intervention was by this Court denied on the 29th day of December, 1955.

The claims of these defendants consist of damages for avigation easements across lands of defendants not included in the Declaration of Taking herein, which easements are now in use but have not been condemned by plaintiff, United States of America; damages occasioned by the reduction in

the acreage available for assessment purposes of defendant Adaman Mutual Water Company and damages resulting from higher farming costs occasioned defendants by reason of constant flights of jet planes at low levels over or adjacent to their remaining lands and leaseholds.

These claims of defendants are for just compensation for property taken by plaintiff and defendants seek permission of this Court to present evidence as to the amount of compensation to be paid them for their property so taken and to share in the distribution of the deposit in court made by plaintiff.

Wherefore, defendants pray that they be permitted to file an amended notice of appearance, a copy of which notice is attached hereto, and that at the time of the final hearing of the issue of just compensation to be awarded these defendants they be permitted to present evidence as to the amount of compensation to be awarded them for all property and rights taken from them by plaintiff and that they be awarded just compensation for property so taken.

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Defendants.

[Title of District Court and Cause.]

AMENDED NOTICE OF APPEARANCE

Come Now Defendants Goodyear Farms, an Arizona corporation, Adaman Mutual Water Company, a non-profit Arizona corporation, Bill W. Mullins and Ralph Ashby and Grace Ashby, husband and wife, and submit their Amended Notice of Appearance herein as follows:

I.

That they have individually filed herein either a Notice of Appearance or have appeared through stipulations filed in this proceeding.

II.

That they have no objection or defense to the taking of their respective properties as described in the Declaration of Taking and the Order for Delivery of Possession entered herein and therefore as to such described properties they have filed no answer setting forth objections or defenses to such takings.

III.

Defendants Ralph Ashby and Grace Ashby, husband and wife, allege that subsequent to the filing of the complaint herein they have purchased all of the right, title and interest of defendants John M. Edge and Margaret Edge, husband and wife. All defendants herein allege that by reason of the taking of the 238.77 Acres of Land described in said Declaration of Taking and Order for Delivery of Possession, and by reason of the use thereafter

made of such lands by plaintiff, other properties and rights of defendants not described or included in such Declaration and Order have been taken. Defendants further allege that plaintiff, United States of America, has not compensated defendants for such properties and rights nor is compensation therefor contemplated in the proceeding.

IV.

By virtue of the above-described Order for Delivery of Possession, plaintiff, United States of America, took possession of approximately two hundred thirty-three (233) Acres of Land located within the Adaman Reclamation Project (hereinafter called "Project"), which Project contained before such taking two thousand eight hundred thirty-one (2831) Acres more or less. The remaining two thousand five hundred ninety-eight (2598) Acres in the Project are comprised of thirty-nine (39) tracts of land all but one of which has been and now are used for residential or agricultural purposes or both. These tracts of lands and the names of the owners, lessees or contract purchasers thereof are more particularly shown on a map attached hereto marked "Exhibit 1" and by reference made a part hereof.

V.

Said Project has been and is now being served water by the Defendant Adaman Mutual Water Company, an Arizona non-profit corporation (hereinafter called "Company"), which Company is owned by the owners of the lands in the Project

and which Company, for the purpose of furnishing water to the lands in the Project has drilled wells, constructed ditches, pipelines and installed and maintained pumps, machinery and other facilities for those purposes having invested therefor a capital sum in excess of Three Hundred Seventy Thousand and no/100 Dollars (\$370,000.00).

VI.

The owners, contract purchasers and lessees of lands within said Project are:

a. Adaman Mutual Water Company, an Arizona non-profit corporation, on behalf of itself as a water company and owner of fee lands within the Project, and on behalf of its stockholders as their interest may appear;

b. All other fee owners of lands within the Project being:

Goodyear Farms, an Arizona corporation;

Harry A. Kandarian and Bernita Kandarian, husband and wife;

Peter Nalbandian, as his sole and separate property;

Joseph E. Bulfer and Mary Bulfer, husband and wife;

Calvin F. Jones and Margaret Jones, husband and wife;

Jonathan Thomas Rogers, a single person;

Jefferson Z. Rogers, a married man;

John Newton Edge and Margaret Elizabeth Edge, husband and wife;

Harold Ralph Hunt and Georgia May Hunt, husband and wife;

George Reisemann and Joanna Reisemann, husband and wife;

Lee Weldon Merritt and Peggy Childers Merritt, husband and wife;

Raymond F. Austerman and Zula Austerman, husband and wife;

c. All owners of equitable interests (under Contracts of Purchase) in lands within the Project being:

John A. Sellers and Maxine Sellers, husband and wife;

Marshall E. Manley and Mary Elizabeth Manley, husband and wife;

Myron M. Mitchell and Irene Mitchell, husband and wife;

Henry Hallam Hestand and Martha Sue Hestand, husband and wife;

Chester Elwood Hunt and Mary Virginia Hunt, husband and wife;

Olliver Kissling and Peggy Jean Kissling, husband and wife;

Albert C. Lueck and Melva Lueck, husband and wife;

Ralph Ashby and Grace Ashby, husband and wife;

Leon Fort and Doris C. Fort, husband and wife;

Carlos A. Hinton and Verna Hinton, husband and wife;

Roy Sheppard and Dora L. Sheppard, husband and wife;

Herman Eaton and Dorothy Eaton, husband and wife;

J. Elmer Woodward and Bernice Woodward, husband and wife;

Juan Brashears and Betty Brashears, husband and wife;

J. L. Bunger and Kathryn Bunger, husband and wife;

Calvin F. Jones and Margaret P. Jones, husband and wife;

d. All lessees of lands within the Project being:

Leon G. Gailey

Archer W. Weaver

Ray M. Lorette

George W. Busey

B. H. Mullins

R. F. Austerman

James H. Sharp

Jewell J. Stone

VII.

As heretofore alleged, Adaman Mutual Water Company is a non-profit corporation organized under the laws of the State of Arizona. Its purpose is to provide irrigation water and irrigation facilities for the lands within the Project together with some domestic water. All of the issued and outstanding stock of the Company is owned by Project Landowners in proportion to the acreage each owns. The stock ownership and rights and obligations of the

stockholders are perpetually and inseparably bound and tied to the Project lands they own. These lands may not be transferred without the stock incident thereto, nor may the stock be transferred without the land. The initial cost of the Company and the cost and expense for the maintenance and operation of the Company are liens upon the stock and upon the land in amounts proportionate to the acreage each tract bears to the total acreage of the Project. The obligation to pay the charges and assessments therefor are like the liens they create, inseparably appurtenant to the Lands concerned, may not be transferred or separated therefrom, and are subject to enforcement by foreclosure.

VIII.

The afore-described Order for Delivery of Possession for approximately two hundred thirty-three (233) Acres of lands within the Project represents a taking of approximately 8.3 per cent of the former total Project acreage. However, the cost of maintenance of the Adaman Mutual Water Company is neither decreased by 8.3 per cent or at all, for the reason that no decrease was possible or was made in the number of wells, or in the number, length or size of ditches, pipelines, pumps or other facilities of the Company in order to serve what remains of the Project. Neither were any other substitute lands available for inclusion within the Project. Therefore 91.7 per cent of the lands in the Project (being all that now remains after condemnation) will forever and a day bear, in addition to

their fair proportion of the cost of the maintenance and operation of the Company, the burden of an added 8.3 per cent of this cost formerly borne by lands removed therefrom by the said Declaration of Taking.

IX.

Adaman Mutual Water Company further alleges that the approximately two hundred thirty-three (233) acres of land within the Project taken by the United States of America, by virtue of the Order for Delivery of Possession, was, as heretofore set forth, impressed with the perpetual and non-separable obligation to pay and maintain its prorata share of the cost of the construction, operation and maintenance of the Company's facilities; and said obligation constituted covenants running with and liens upon that land. Therefor, the United States of America, in taking said land but refusing to recognize or assume the obligation of the cost of the prorata share of the operation and maintenance expense (and assuming only the obligation of the prorata share of initial construction cost) has taken substantial and valuable rights from the Company and the stockholders thereof. These are the rights to assess and collect from the owners of such lands the prorata share of such costs of the maintenance and operation of the Company and such taking constitutes at law a taking for which compensation must be granted.

X.

Adaman Mutual Water Company further alleges 8.3 per cent of the average annual operation and

maintenance cost of the facilities of the Company (exclusive of charges for water used) is approximately Sixteen Hundred and No/100 Dollars (\$1600.00) per year. Defendants further allege the amount necessary to be invested at six per cent (6%) per annum to provide said sum is Twenty-seven Thousand and no/100 Dollars (\$27,000.00). In addition, Defendants allege the life of these facilities is not to exceed fifteen (15) years. The present day value of the annual payment which would otherwise have been made by the owners of the lands taken, had they remained within the Project, to amortize the investment in the Project during the ensuing fifteen (15) years so that the facilities would be replaced as needed, is approximately Thirty Thousand and no/100 Dollars (\$30,000.00).

XI.

As the direct and natural result of the extension of the jet aircraft runways (being the principal use to which condemned Project lands were put), the domestic and agricultural uses of certain of the remaining Project lands, and the value of the improvements thereon, are seriously curtailed and diminished, and, in some cases, totally destroyed. This curtailment, value diminution or destruction, amounting in fact to a taking, affects in varying degrees all of the Defendants who are owners, contract purchasers or lessees of Tracts 16, 17, 19, 20, 21 and 22 as shown on the map marked "Exhibit 1" attached hereto.

XII.

Defendants allege that during an average day approximately four hundred (400) jet planes from Luke Air Force Base will take off from one of two runways, said take-off direction being from north-east toward the southwest (being against the direction of the prevailing winds). Said take-offs will vary from single planes to groups of two or more planes. The frequency of said take-offs will vary from hour to hour during an average day from a low of a few planes per hour in the evening to highs of eighty (80) or more per hour during certain of the morning, noon and early afternoon hours and that the times of such take-offs will vary from day to day. The two runways afore-described are more clearly shown as the heavy solid blue lines on the map entitled "Exhibit 1."

XIII.

Defendants allege that the height of said planes taking off from the northern runway as they cross the lands of defendants nearest the runways is ten (10) feet above the ground and the height said planes cross lands of defendants farthest from the runways is only one hundred twenty (120) feet above the ground; that the height of the planes taking off from the southernmost runway as they cross lands of defendants nearest the runway is fifty (50) feet above the ground and as they cross the farthest lands, one hundred eighty (180) feet above the ground; all as more clearly shown on "Exhibit 1."

XIV.

Defendants allege that danger from such planes, the flames shooting behind them, the tow targets and machinery and oil they drop, the deafening noise they create and the constant fear of crashes into people working the fields, into farm machinery or into barns, homes, water towers, etc., causes the following damages (to a greater or lesser degree to each Defendant depending on the relative location of the tract, the improvements thereon and the use or uses to which the tract and the improvements thereon are put):

(a) Defendants with houses find the houses become unsafe in which to live. Other houses become so noisy and shaken as to prohibit their being satisfactory dwellings or places within which to conduct a family life and raise children.

(b) Defendants raising crops (such as cotton) of a character to require dusting by plane are completely unable to secure the services of certain crop dusters and can secure others only upon certain week ends when it is known in advance that the jet planes will not be flying, (and then, only if the air conditions are satisfactory), causing damage to crops, making the farming thereof more expensive and precarious, and, in some cases, making lands unusable for such crops.

(c) Defendants engaged in feeding beef cattle for market must extend the feeding time period by one-third in order to make up for the two to five

week period it takes for new cattle to quiet and become partially accustomed to the noise.

(d) Defendants engaged in grazing beef cattle on alfalfa must similarly extend the duration grazing period as the cattle in the field never become completely accustomed to the noise.

(e) Defendants engaged in dairying are damaged by both lesser milk production and lowered butterfat content of milk as the result of said noise and disturbance.

(f) Defendants engaged in raising or feeding any livestock or in dairying must get rid of all temperamental animals.

(g) All defendants hereunder, allege the constant proximity of the places and the attendant noise and danger decreases the efficiency of all farm labor by at least twenty-five (25) per cent.

(h) Certain defendants whose lands lie closest to the runways find the planes so low as to eliminate all use, agricultural, domestic or otherwise, of said lands.

(i) All defendants herein find tillable hours reduced, farm machinery damaged by dropped tow targets and parts, farm values and home values diminished or destroyed, together with multiple other attendant and auxiliary damages.

XV.

Defendant, Goodyear Farms, owner of Tract Nineteen (19), said tract being a parcel of land

approximately fifteen (15) Acres in size (located as shown on "Exhibit 1" hereof), claims and alleges: That prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, said Tract Nineteen (19) had a fair market value of Five Hundred and no/100 Dollars (\$500.00) per acre. Further, that since these events, a good portion of Tract Nineteen (19) has been rendered wholly and totally useless for any purpose, agricultural, domestic or otherwise. And the remainder of said tract has been so substantially taken and natural agricultural and domestic uses to which it could and was previously put, so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Paragraph VII through XIV hereof) as to give said tract a new fair market value of not to exceed One Hundred and no/100 Dollars (\$100.00). Therefore, by reason of the foregoing, defendant, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property in Tract Nineteen (19) in the sum of Six Thousand and no/100 Dollars (\$6000.00).

XVI.

Defendant, B. W. Mullins, Lessee of the said Tracts Nineteen (19) and Seventeen (17) described in Article XV immediately above, claims and alleges that but for the events and takings by the United States of America and the United States Air Force heretofore set forth, he would have

planted the fifteen (15) acres, which comprise the said Tract Nineteen (19), in cotton. Because, however, planes cross Tract Nineteen (19) from the northernmost runway at levels from ten to twenty feet above the ground, and because therefore of the impossibility of securing dusting by plane, the impossibility of using either mechanical or human pickers, together with the impossibility of defoliation, defendant planted said fifteen acres of his cotton allotment in his leased land being Tract Seventeen (17). The best ground in the said Tract Seventeen (17) was, however, already planted in alfalfa and it being unsound economically to plow up the alfalfa, the cotton had to be planted in less desirable ground in Tract Seventeen (17). As planes from the northernmost runway cross Tract Seventeen (17) at levels of fifteen feet, mechanical pickers are not usable. Said defendant alleges that as the result of having to plant his cotton on poorer ground, he will lose a minimum of three quarters ($\frac{3}{4}$) of a bale per acre sustaining a total loss of about eleven and one-half ($11\frac{1}{2}$) bales, or not less than Nineteen Hundred and no/100 Dollars (\$1900) from this cause; and by being required to use hand pickers instead of mechanical pickers he will lose an added Three Hundred and no/100 Dollars (\$300.00), making a total loss to defendant, B. W. Mullins, on said Tracts Nineteen (19) and Seventeen (17), of not less than Twenty-two Hundred and no/100 Dollars (\$2200.00).

XVII.

Defendant, Goodyear Farms, owner of Tract Twenty-two (22), said Tract being a parcel of land approximately eighty (80) acres in size, (located as shown on "Exhibit 1" hereof), containing improvements consisting of a residence, dairy barn, storage sheds and corrals, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, said Tract Twenty-two (22) had a fair market value of Five Hundred and no/100 Dollars (\$500.00) per acre, and the improvements on said Tract Twenty-two (22) had a fair market value of Sixty-six Hundred and no/100 (\$6600.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Article VI through XIV hereof) as to give the land in said tract a new fair market value of not to exceed One Hundred and no/100 (\$100) Dollars per acre, and the improvements on said tract a fair market value of not to exceed Nine Hundred and Ninety Dollars (\$990). Therefore, by reason of the foregoing, defendant, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Thirty-six Thousand One Hundred and no/100 Dollars (\$36,100.00).

XVIII.

Defendant, Goodyear Farms, owner of Tract Sixteen (16), said tract being a parcel of land approximately eighty (80) acres in size (located as shown on "Exhibit 1" hereof), claims and alleges: That prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, said Tract Sixteen (16) had a fair market value of Five Hundred and no/100 Dollars (\$500.00) per acre. Further, that since these events, a good portion of Tract Sixteen (16) has been rendered wholly and totally useless for any purpose, agricultural, domestic or otherwise. And the remainder of said tract has been so substantially taken and natural agricultural and domestic uses to which it could and was previously put, so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Article VI through XIV hereof) as to give said tract a new fair market value of not to exceed One Hundred and no/100 Dollars (\$100.00). Therefore, by reason of the foregoing, defendant, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property in Tract Sixteen (16) in the sum of Thirty-two Thousand and no/100 Dollars (\$32,000.00).

XIX.

Defendant, Goodyear Farms, owner of Tract Seventeen (17), said tract being a parcel of land approximately sixty-five (65) acres in size, (located

as shown on "Exhibit 1" hereof), containing improvements consisting of a residence, dairy barn, storage shed and corrals, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, said Tract Seventeen (17) had a fair market value of Five Hundred and no/100 Dollars (\$500.00) per acre, and the improvements on said Tract Seventeen (17) had a fair market value of Seven Thousand and no/100 (\$7000.00) Dollars. Further, that since these events, said lands and improvements, and the natural agricultural and domestic uses to which they can be put have been so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance, (and particularly in Article VI through XIV hereof) as to give the land in said tract a now fair market value of not to exceed Two Hundred and no/100 Dollars (\$200.00) per acre, and the improvements on said tract a fair market value of not to exceed Seventeen Hundred Fifty and no/100 Dollars (\$1750.00). Therefore, by reason of the foregoing, defendant, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of not less than Twenty-four Thousand Seven Hundred Fifty and no/100 Dollars (\$24,750.00).

XX.

Defendants, Ralph Ashby and Grace Ashby, husband and wife, as successors in interest of John

Newton Edge and Mary Elizabeth Edge, owners of Tracts Thirty-five (35) and Thirty-six (36), said tracts being two parcels of land totaling approximately one hundred twenty (120) acres in size (located as shown on "Exhibit 1" hereof) containing certain improvements consisting of a residence, two (2) dairy barns, a granary, shops, a residence for laborers and corrals, claim and allege that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, the improvements on said Tracts Thirty-five (35) and Thirty-six (36) had a fair market value in the amount of Thirty-two Thousand and no/100 Dollars (\$32,000.00). Further, that since these events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Article VI through XIV hereof) as to give said improvements a new fair market value of not to exceed Twenty-four Thousand and no/100 Dollars (\$24,000.00). Therefore, by reason of the foregoing, defendants, Ralph Ashby and Grace Ashby, as successors in interest of John Newton Edge and Margaret Elizabeth Edge, have suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of Eight Thousand and no/100 Dollars (\$8,000.00).

XXI.

Defendant, Adaman Mutual Water Company, an Arizona non-profit corporation, owner of Tract Twenty (20), said tract being a parcel of land totalling approximately fifteen (15) acres in size (located as shown in "Exhibit 1" hereof), containing certain improvements consisting of a club house, two (2) hay barns, storage barns, scales and corals, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, the improvements on said Tract Twenty (20) had a fair market value in the amount of Twenty-four Thousand and no/100 Dollars (\$24,000.00). Further, that since these events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Article VI through XIV hereof) as to give said improvements a now fair market value of not to exceed Twenty Thousand Four Hundred and no/100 Dollars (\$20,400.00). Therefore, by reason of the foregoing, defendant, Adaman Mutual Water Company, has suffered a taking resulting in damage to their above-described real property and the improvements thereon in the sum of Three Thousand Six Hundred and no/100 Dollars (\$3,600.00).

XXII.

Defendant, Goodyear Farms, owner of Tract Twenty-one (21), said tract being a parcel of land

totalling approximately thirty (30) acres in size (located as shown on "Exhibit 1" hereof), containing certain improvements consisting of a residence, claims and alleges that prior to the events and takings by the United States of America and the United States Air Force heretofore set forth in this Amended Notice of Appearance, the improvements on said Tract Twenty-one (21) had a fair market value in the amount of Forty-five Hundred and no/100 Dollars (\$4500.00). Further, that since those events the natural agricultural and domestic uses to which these improvements can be put has been so substantially restricted, diminished and taken as heretofore set forth in this Amended Notice of Appearance (and particularly in Articles VI through XIV hereof) as to give said improvements a new fair market value of not to exceed Three Thousand Eight Hundred Twenty-five and no/100 Dollars (\$3825.00). Therefore, by reason of the foregoing, defendant, Goodyear Farms, has suffered a taking resulting in damage to its above-described real property and the improvements thereon in the sum of Six Hundred Seventy-five and no/100 Dollars (\$675.00).

Wherefore, defendants, and each of them, pray that at the time of the trial of the issue of just compensation to be awarded each defendant appearing herein, each be permitted to present evidence to the Court as to the amount of the compensation to be paid for the property of each as set forth in this Amended Notice of Appearance and that each share

in the distribution of the award to the extent of the value of the property of each as described herein.

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Defendants.

[Endorsed]: Filed February 20, 1956.

[Title of District Court and Cause.]

MINUTE ENTRY OF
MONDAY, MARCH 5, 1956

Honorable Dave W. Ling, United States District Judge, presiding.

The Petition of Goodyear Farms, an Arizona corporation, Adaman Mutual Water Company, a non-profit Arizona corporation, Bill W. Mullens and Ralph Ashby and Grace Ashby, husband and wife, for Leave to File an Amended Notice of Appearance is now called for hearing.

William A. Holohan, Esq., Assistant United States Attorney, is present for the Government. Mark Wilmer, Esq., appears on behalf of the petitioners.

Said petition is argued by counsel.

It Is Ordered that said Petition for Leave to File Amended Notice of Appearance is denied.

(Docketed March 5, 1956.)

[Title of District Court and Cause.]

SECOND AMENDMENT TO COMPLAINT

Plaintiff hereby amends its complaint filed herein on November 27, 1953, in the following manner and in these particulars only:

1. Delete the legal description of Tract No. 114 found on page 2 of Schedule "A" of said complaint, and insert in lieu thereof the following legal description for said Tract No. 114:

That portion of the North half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Southeast corner of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7; thence along the East line of said Section 7 North $0^{\circ} 01' 05''$ East 1321.79 feet to the East $\frac{1}{4}$ corner of said Section 7; thence along the North line of said Southeast $\frac{1}{4}$ of Section 7 North $89^{\circ} 35' 37''$ West 692.86 feet to a line which bears South $42^{\circ} 48' 58''$ West from a point distant North $0^{\circ} 01' 46''$ East 753.11 feet along the East line of said Section 7 from the said East $\frac{1}{4}$ corner of Section 7; thence Southwesterly along the said line bearing South 42°

48' 58" West, a distance of 1805.30 feet, more or less, to the South line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence along said South line South 89° 55' 38" East 1919.42 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 38.32 acres, more or less, including 1.00 acre, more or less, in street.

The purpose of this Amendment is to increase the acreage of Tract No. 114 from 37.95 acres to 38.32 acres, pursuant to a stipulation entered into by and between plaintiff and the defendants Arthur E. Baker and Doris M. Baker, husband and wife.

JACK D. H. HAYS,

United States Attorney for
the District of Arizona;

/s/ WILLIAM A. HOLOHAN,
Assistant United States
Attorney.

[Endorsed]: Filed March 12, 1956.

[Title of District Court and Cause.]

STIPULATION

It is hereby stipulated and agreed by and between the United States of America, hereinafter called the plaintiff, and Arthur E. Baker and Doris M. Baker, husband and wife, hereinafter called the defendants, that:

Whereas, action in condemnation was commenced in the above Court on November 27, 1953, by the filing of a declaration of taking and a complaint in condemnation on behalf of the United States of America at the request of the Under Secretary of the Air Force; and

Whereas, the defendants, Arthur E. Baker and Doris M. Baker, husband and wife, have contracted to purchase the following described parcel of real estate by virtue of a certain agreement made and executed by Goodyear Farms, a Corporation, Seller, and said defendants, as Buyers, dated March 8, 1947, recorded March 13, 1947, in Book 113 of Agreements, page 243, thereafter modified and amended by certain modification of agreement dated June 1, 1947, recorded July 10, 1947, in Docket 11, page 226, Records of Maricopa County, Arizona:

Tract No. 114

That portion of the North half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian,

County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Southeast corner of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7; thence along the East line of said Section 7 North $0^{\circ} 01' 05''$ East 1321.79 feet to the East $\frac{1}{4}$ corner of said Section 7; thence along the North line of said Southeast $\frac{1}{4}$ of Section 7 North $89^{\circ} 35' 37''$ West 692.86 feet to a line which bears South $42^{\circ} 48' 58''$ West from a point distant North $0^{\circ} 01' 46''$ East 753.11 feet along the East line of said Section 7 from the said East $\frac{1}{4}$ corner of Section 7; then Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 1805.30 feet, more or less, to the South line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence along said South line South $89^{\circ} 55' 38''$ East 1919.42 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 38.32 acres, more or less, including 1.00 acre, more or less, in street.

and under the provisions of the Declaration of Taking Act (46 Stat. 1421), the title to the lands above described in fee simple, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, vested in the United States of America, and the right to just compensation for the same was likewise, under the provisions of said Act, vested in the persons entitled thereto, and

Whereas, Arthur E. Baker and Doris M. Baker, husband and wife, were the contract purchasers of the above-described land as aforesaid.

Now, Therefore, it is hereby stipulated and agreed by and between the above-named parties that the sum of Thirty-four Thousand Seven Hundred Fifteen and No/100 (\$34,715.00) Dollars, inclusive of interest is the just compensation in full to be paid by the plaintiff for the taking and condemnation of the unencumbered fee simple title to the lands hereinbefore described, together with all improvements thereunto belonging, including crop damage and damage to the remaining land owned by the defendants, subject only to such easements as may be or have been waived by plaintiff. That the aforesaid sum shall be paid as follows:

(1) Pay to Goodyear Farms, a corporation, the sum of Five Thousand Three Hundred Fifty-one and 80/100 (\$5,351.80) Dollars, the remainder due

on the hereinbefore said contract of Four Thousand Five Hundred Eighty-three and 26/100 (\$4,583.26) Dollars and the further sum of Seven Hundred Sixty-eight and 54/100 (\$768.54) Dollars on a certain note dated October 1, 1952.

(2) Pay to Adaman Mutual Water Company, a Corporation, the sum of Three Thousand Twenty-five and 97/100 (\$3,025.97) Dollars, the remainder of assessment against the hereinbefore-described property.

(3) Pay to Arthur E. Baker and Doris M. Baker, husband and wife, the remaining Twenty-six Thousand Three Hundred Thirty-seven and 23/100 (\$26,337.23) Dollars, which includes the sum of Two Hundred Seventy and No/100 (\$270.00) Dollars as damage to remaining crops and Eleven Thousand Nine Hundred and No/100 (\$11,900.00) Dollars as severance damage to the remaining land owned by above said defendants. It is agreed that from said sum there shall first be paid any and all liens, balance due on taxes and remaining encumbrances against said land, including adverse claims or claims by lessees.

The defendants, Arthur E. Baker and Doris M. Baker, husband and wife, hereby enter their appearance in this action and expressly waive service of summons, petition and any and all other process and all right to a hearing on the petition and pleadings filed in this action and the right to the appointment of Commissioners or Jury for the determination of just compensation for said tract.

The above-named parties hereby agree to the entering of a judgment in conformity with this stipulation, fixing the value of the land hereinbefore described as recited herein, and setting forth the conditions and provisions of this stipulation.

Executed on the 1st day of June, 1954.

/s/ ARTHUR E. BAKER,

/s/ DORIS M. BAKER,

Defendants.

UNITED STATES OF
AMERICA,

JACK D. H. HAYS,

United States Attorney;

/s/ EVERETT L. GORDON,

Assistant United States
Attorney.

Approved and signed on behalf of the United States of America March 2, 1956.

[Endorsed]: Filed Mar. 12, 1956.

[Title of District Court and Cause.]

JUDGMENT IN RE TRACT No. 114

This cause coming on regularly to be heard before the Court upon a stipulation entered into by and between the defendants, Arthur E. Baker and Doris

M. Baker, his wife, and the plaintiff, United States of America, and

It appearing to the Court that the sum of \$34,610.00 has been deposited in the Registry of the Court as estimated just compensation for the taking of the following described real estate:

That portion of the North half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Southeast corner of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7; thence along the East line of said Section 7 North $0^{\circ} 01' 05''$ East 1321.79 feet to the East $\frac{1}{4}$ corner of said Section 7; thence along the North line of said Southeast $\frac{1}{4}$ of Section 7 North $89^{\circ} 35' 37''$ West 692.86 feet to a line which bears South $42^{\circ} 48' 58''$ West from a point distant North $0^{\circ} 01' 46''$ East 753.11 feet along the East line of said Section 7 from the said East $\frac{1}{4}$ corner of Section 7; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 1780.64 feet, more or less, to the south line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence along said South line South $89^{\circ} 22' 54''$ East 1902.76 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 37.95 acres, more or less, including 1.00 acre, more or less, in street.

It further appearing to the Court that the plaintiff has amended its complaint condemning the following described property:

That portion of the North half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) of Section Seven (Sec. 7), Township Two North (T2N), Range One West (R1W), Gila and Salt River Meridian, County of Maricopa, State of Arizona, described as follows, basis of bearings being transverse Mercator Grid, Central Zone, Arizona:

Beginning at the Southeast corner of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 7; thence along the East line of said Section 7 North $0^{\circ} 01' 05''$ East 1321.79 feet to the East $\frac{1}{4}$ corner of said Section 7; thence along the North line of said Southeast $\frac{1}{4}$ of Section 7 North $89^{\circ} 35' 37''$ West 692.86 feet to a line which bears South $42^{\circ} 48' 58''$ West from a

point distant North $0^{\circ} 01' 46''$ East 753.11 feet along the East line of said Section 7 from the said East $\frac{1}{4}$ corner of Section 7; thence Southwesterly along the said line bearing South $42^{\circ} 48' 58''$ West, a distance of 1805.30 feet, more or less, to the South line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence along said South line South $89^{\circ} 55' 38''$ East 1919.42 feet, more or less, to the point of beginning.

Excepting all of that certain strip of land, approximately 45 feet wide, designated as a drainage ditch and more particularly described in a quitclaim deed from Goodyear Farms to Adaman Mutual Water Company, recorded August 4, 1953, in Docket 1180, page 528, in the office of the County Recorder of said County, lying within the boundaries of the above-described land.

Containing 38.32 acres, more or less, including 1.00 acre, more or less, in street.

It further appearing to the Court that the monies deposited in the Registry of the Court, namely, \$34,610.00, have been paid pursuant to the orders heretofore entered herein on January 15, 1954; June 9, 1954, and June 22, 1954,

It Is Ordered, Adjudged and Decreed that:

(1) The sum of \$34,715.00, inclusive of interest, is the reasonable and just compensation to be paid in full for the unencumbered fee simple title to the 38.32 acres, more or less, including 1.00 acre, more or less, in street, together with all improvements

thereunto belonging, including crop damage and damage to the remaining land owned by the defendants, subject to existing easements for public roads and highways, public utilities, railroads and pipelines;

(2) The plaintiff is ordered and directed to pay into the Registry of this Court for the persons entitled thereto the sum of \$105.00;

(3) Simultaneously upon the payment by the plaintiff of the sum of \$105.00 into the Registry of the Court as aforesaid all valid claims and liens of whatsoever nature against said lands shall be transferred from said lands to the funds so deposited in the Registry of the Court to the end that the United States of America will take an unencumbered fee simple title to the whole of said 38.32 acres, more particularly described herein on page 2, free and clear of all liens and claims whatsoever.

(4) This Court retains jurisdiction for the purpose of entertaining such further orders and decrees as may be necessary in the premises, including an adjudication of the rights of the respective claimants in and to the funds to be deposited in the Registry of this Court by the plaintiff in satisfaction of the award herein made.

Dated this 12th day of March, 1956.

/s/ DAVE W. LING,

Judge, United States District Court for the District of Arizona.

[Endorsed]: Filed Mar. 12, 1956.

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice Is Hereby Given that Goodyear Farms, an Arizona corporation; Adaman Mutual Water Company, a non-profit Arizona corporation; Bill W. Mullins and Ralph Ashby and Grace Ashby, husband and wife, defendants in the above-entitled action, hereby appeal to the United States Court of Appeals for the Ninth Circuit from that certain order made and entered by the above-entitled Court in the above-entitled cause on March 5, 1956, denying the petition of said defendants for leave to file an amended notice of appearance.

Dated this 26th day of March, 1956.

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Defendants
Above Named.

[Endorsed]: Filed March 28, 1956.

[Title of District Court and Cause.]

BOND FOR COSTS ON APPEAL

We, the undersigned, Goodyear Farms, an Arizona corporation; Adaman Mutual Water Company, a non-profit Arizona corporation; Bill W. Mullins and Ralph Ashby and Grace Ashby, husband and wife, as Principals, and Fidelity and Deposit Com-

pany of Maryland, a corporate surety, as Surety, jointly and severally acknowledge that we and our heirs, personal representatives, successors and assigns are bound to pay to the United States of America, plaintiff in the above-entitled cause, the sum of Two Hundred Fifty Dollars (\$250).

The condition of this bond is that whereas the above-named defendants, Goodyear Farms, an Arizona corporation; Adaman Mutual Water Company, a non-profit Arizona corporation; Bill W. Mullins and Ralph Ashby and Grace Ashby, husband and wife, have appealed to the Court of Appeals for the Ninth Circuit by Notice of Appeal filed March 28, 1956, from the order entered by this Court on March 5, 1956, denying the petition of said defendants for leave to file an amended notice of appearance, if said defendants shall pay all costs adjudged against them if the appeal is dismissed or the action of this Court in denying said petition is upheld, then this bond is to be void, but if the above-named defendants fail to perform this condition, payment of the amount of this bond shall be due forthwith.

Dated March 28, 1956.

GOODYEAR FARMS, an Arizona Corporation;
ADAMAN MUTUAL WATER COMPANY,
a Non-Profit Arizona Corporation; BILL W.
MULLINS; RALPH ASHBY and GRACE
ASHBY, Husband and Wife;

By /s/ MARK WILMER,
Their Attorney.

[Seal]

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND,By /s/ C. A. DRUMMOND,
Attorney in Fact.

[Endorsed]: Filed March 29, 1956.

[Title of District Court and Cause.]CLERK'S CERTIFICATE TO
RECORD ON APPEALUnited States of America,
District of Arizona—ss.

I, William H. Loveless, Clerk of the United States District Court for the District of Arizona, do hereby certify that I am the custodian of the records, papers and files of the said Court, including the records, papers and files in the case No. Civ. 1949 Phoenix, United States of America, Plaintiff, vs. 238.77 Acres of Land, et al., Defendants, on the docket of said Court.

I further certify that the attached and foregoing original documents bearing the endorsements of filing thereon are the original documents filed in said case, and that the attached and foregoing copies of the minute entries are true and correct copies of the originals thereof remaining in my office in the City of Phoenix, State and District aforesaid.

I further certify that the documents hereto annexed, numbered 1 to 15, inclusive, constitute the

record on appeal in the matter of the Motion for Intervention of Adaman Mutual Water Co., et al., pursuant to the designations filed in said case, to wit:

1. Complaint of Plaintiff.
2. Declaration of Taking.
3. Motion for Order for Delivery of Possession.
4. Order for Delivery of Possession.
5. Judgment on Declaration of Taking, June 15, 1954.
6. Motion for Intervention and Proposed Petition for Intervention.
- 6-a. Plaintiff's Objections to Motion of Adaman Mutual Water Company, a Corporation, and Its Stockholders to Intervene.
7. Minute Orders of
 - (a) January 24, 1955;
 - (b) December 29, 1955 (Order Denying Motion for Intervention).
8. Notice of Appeal.
9. Bond for Costs on Appeal.
10. Concise Statement of Points to Be Relied Upon on Appeal.
11. Designation of Contents of Record on Appeal.
12. Amended Designation of Contents of Record on Appeal.
13. Counterdesignation of Contents of Record on Appeal.
14. Order Extending Time to Docket Appeal.
15. Order Extending Time to Docket Appeal and Authorizing Clerk to Consolidate Record.

I further certify that the documents hereto annexed, numbered 16 to 28, inclusive, constitute the record on appeal in the matter of the Petition of Goodyear Farms, et al., for Leave to File Amended Appearance, pursuant to the designations filed in said case, to wit:

16. Complaint of Plaintiff (being the same as document No. 1 above).

17. Declaration of Taking (being the same as document No. 2 above).

18. Motion for Order for Delivery of Possession (being the same as document No. 3 above).

19. Order for Delivery of Possession (being the same as document No. 4 above).

20. Judgment on Declaration of Taking, June 15, 1954 (being same as document No. 5 above).

21. Petition of Goodyear Farms, et al., for Leave to File Amended Appearance.

22-a. Minute Entry of January 24, 1955 (being the same document as item No. 7-a above).

22-b. Minute Entry of December 29, 1955 (being the same document as item No. 7-b above).

22-c. Minute Entry of March 5, 1956 (Order Denying Petition for Leave to File Amended Appearance).

23. Notice of Appeal.

24. Bond of Costs on Appeal.

25. Concise Statement of Points to Be Relied Upon on Appeal.

26. Appellants' Designation of Contents of Record on Appeal.

27. Appellee's Counterdesignation of Contents of Record on Appeal.

28. (1) to (69). All original documents filed in the case, other than documents numbered 1 to 27 described above, consisting of 69 documents, which are transmitted pursuant to Appellee's Counterdesignation in the matter of the Petition for Leave to File Amended Appearance.

Witness my hand and the seal of said Court this 23rd day of April, 1956.

[Seal] /s/ WM. H. LOVELESS,
Clerk.

[Endorsed]: No. 15,113. United States Court of Appeals for the Ninth Circuit. Goodyear Farms, a Corporation; Adaman Mutual Water Company, a Corporation; B. W. Mullins, James H. Sharp, George W. Busey, Carlon H. Hinton and Verna Hinton, His Wife, et al., Appellants, vs. United States of America, Appellee. Goodyear Farms, a Corporation; Adaman Mutual Water Company, a Corporation; Bill W. Mullins and Ralph Ashby and Grace Ashby, Husband and Wife, Appellants, vs. United States of America, Appellee. Transcript of Record. Appeal from the United States District Court for the District of Arizona.

Filed April 25, 1956.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the
Ninth Circuit.

United States Court of Appeals
for the Ninth Circuit

No. 15,113

GOODYEAR FARMS, an Arizona Corporation,
et al.,

Appellants,

vs.

UNITED STATES OF AMERICA,

Appellee.

CONCISE STATEMENT OF POINTS TO BE
RELIED ON BY APPELLANTS ON AP-
PEAL

Appellants, Goodyear Farms, an Arizona corporation; Adaman Mutual Water Company, an Arizona non-profit corporation, on behalf of itself and its stockholders, B. W. Mullins, James H. Sharp, George W. Busey, Carlon H. Hinton and Verna Hinton, his wife; Harold Ralph Hunt and Georgia May Hunt, his wife; George Reisemann and Joanna Reisemann, his wife; Raymond Austerman and Zula Austerman, his wife; Leon Fort and Doris C. Fort, his wife; John Newton Edge and Mary Elizabeth Edge, his wife, will raise and rely upon the following points upon the appeal of this matter:

1. The United States of America may not, by only setting forth a portion of the property and property rights taken in its suit in condemnation, shut out property owners whose property rights

are in fact invaded, from having their claims adjudicated in connection with such condemnation suit and appropriate compensation awarded for all rights taken.

2. The reduction in the original acreage of Adaman Mutual Water Company resulting in depriving that company of the full amount of acreage necessary to carry the lien imposed upon the original acreage for construction and other costs, constitutes a taking of property and to the extent that the lien is destroyed through a reduction in the original acreage such reduction constitutes a taking and is compensable in the condemnation suit in which such acreage loss is made effective. Such reduction in the original acreage further deprives the company of the right to levy and collect assessments for maintenance and replacements from the full amount of the original acreage and such reduction in assessments constitutes a taking and is compensable in the condemnation action wherein such reduction in acreage is effected.

3. Avigation easements over and across the land of persons named as defendants in a condemnation suit for use of jet planes are compensable in a condemnation action giving rise to such avigation uses even though not specifically described therein. Take-off of jet planes over and across lands at frequent intervals flying at a low elevation resulting in noise, fumes and similar disturbances, making the land below such use less valuable, including the dropping of target wires and other encumbrances, constitutes

a taking of property for which the defendants are entitled to compensation in the action giving rise to such use of said lands.

4. A defendant in a condemnation action is not limited to the statement of the taking set forth in the complaint and if in fact as a part of the taking set forth in the complaint, additional and further property and property rights of said defendant are taken for use of the party exercising the right of condemnation, such rights may be set up in such condemnation action and proper compensation secured therefor.

Dated this 2nd day of May, 1956.

Respectfully submitted,

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Appellants

Above Named.

Service of copy acknowledged.

[Endorsed]: Filed May 3, 1956.

[Title of Court of Appeals and Cause.]

CONCISE STATEMENT OF POINTS TO BE
RELIED ON BY APPELLANTS ON AP-
PEAL

Appellants, Adaman Mutual Water Company, a non-profit Arizona corporation; Goodyear Farms,

an Arizona corporation; Bill W. Mullins and Ralph Ashby and Grace Ashby, husband and wife, will raise and rely upon the following points upon the appeal of this matter:

[Points 1, 2, 3 and 4 are identical with same numbered points appearing on pages 228 to 230, and are not reprinted here.]

5. Defendants in their proposed amended appearance sought to put the Government on notice as to the issues and evidence which defendants would offer on the trial of the action to obviate any claim on the part of the Government of surprise and for the purpose of obtaining a preliminary determination by the Court of the issues and claims to compensation which would be heard on the trial of the action.

Dated this 2nd day of May, 1956.

Respectfully submitted,

SNELL & WILMER,

By /s/ MARK WILMER,

Attorneys for Appellants
Above Named.

Service of copy acknowledged.

[Endorsed]: Filed May 3, 1956.

